AI-20233 **6.D.**

Claim of Eloisa Cuate

CC REGULAR

Date:	03/12/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Eloisa Cuate

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/04/2010 09:54 AM	APRV
2	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Aida Alvarez — Started On: 03/04/2010 08:53 AM

Final Approval Date: 03/05/2010

AI-20201 **6.E.**

Claim of AT&T

CC REGULAR

Date:	03/12/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/03/2010 10:42 AM	APRV
2	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Aida Alvarez — Started On: 03/03/2010 10:05 AM

Final Approval Date: 03/05/2010

AI-20175 **6.F.**

EEOC Complaint

CC REGULAR

Date:	03/12/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

EEOC Complaint No.: 31C-210-00170C, Delgado v. Hidalgo Co.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2010 08:12 AM	APRV
2	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Angela Garcia Started On: 03/01/2010 03:46 PM

Final Approval Date: 03/05/2010

AI-20234 **7.D.**

Claim of Eloisa Cuate

CC REGULAR

Date:	03/12/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Eloisa Cuate

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/04/2010 09:54 AM	APRV
2	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Aida Alvarez — Started On: 03/04/2010 08:55 AM

Final Approval Date: 03/05/2010

AI-20202 **7.E.**

Claim of AT&T

CC REGULAR

Date:	03/12/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/03/2010 10:42 AM	APRV
2	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Aida Alvarez — Started On: 03/03/2010 10:09 AM

Final Approval Date: 03/05/2010

AI-20176 **7.F.**

EEOC Complaint

CC REGULAR

Date:	03/12/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

EEOC Complaint No.:31C-210-00170C, Delgado v. Hidalgo Co.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2010 08:12 AM	APRV
2	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Angela Garcia Started On: 03/01/2010 04:17 PM

Final Approval Date: 03/05/2010

AI-20262 **10.B.**

VIDA Agreement Renewal

CC REGULAR

Date:	03/12/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration, and approval to renew the General Fund Management Agreement between the County of Hidalgo and Valley Initiative for Development and Advancement (VIDA) for an additional one (1) year period.

BACKGROUND

Approved Term: March 24, 2009 - March 24, 2010.
Renewal Term: March 24, 2010 - March 24, 2011

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/05/2010 02:34 PM	APRV
2	Roland Garcia	Rolando Garcia	03/05/2010 03:40 PM	APRV
3	Auditor's Office		03/05/2010 04:36 PM	NEW
Form Started By: Erika Reyna			Started On: 03/05/2010 02:03 PM	
Final Approval Date: 03/05/2010				

AI-20215 **11.A.**

Renewal Membership Dues - JPCA of Texas, Inc. & S. TX. JPCA, Inc.

CC REGULAR

Date:	03/12/2010
Submitted By:	Blanca Sanchez, CONSTABLE PCT. #1
Submitted For:	Blanca Sanchez
Department:	CONSTABLE PCT. #1
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #1:
Requesting approval to make payment to the Justices of the Peace and Constable's Association of Texas, Inc. in the amount of $445.00 (through Req#171651) and South Texas Justices of the Peace and Constables Association, Inc. in the amount of $135.00 (through Req#171661) for the 2010 membership dues for Constable Celestino Avila Jr., Chief Deputy Constable, 9 Deputy Constables and the Constable Clerk with authority for County Treasurer to issue the checks after review, audit and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-291-001-0-810

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in Requistion#'s 171651 & 171661 in the amounts of $445.00 & $135.00 as of 3/5/10 for Justices of the Peace and Constables Association of Texas, Inc. and South Texas Justices of the Peace and Constables Association, Inc.

Attachments

Link: JPCA INVOICES
Link: JPCA AFFIDAVITS
Link: S TEXAS JPCA INVOICES
Link: S TEXAS JPCA AFFIDAVITS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/03/2010 03:55 PM	APRV
2	Erika Zamora	Erika Zamora	03/05/2010 10:51 AM	APRV
3	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Blanca Sanchez Started On: 03/03/2010 03:25 PM

Final Approval Date: 03/05/2010

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
209 S. Teel Drive
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163*yahoo.com

Renewal

Last Name: Avila Jr. First Celestino MI: ____ Title: Constable

County: Hidalgo Precinct: 1 Place: ____

Office Address: 1902 Joe Stephens Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone #- 956-447-3775 Office Fax #- 956-447-8614

Email Address: hccp1@co.hidalgo.tx.us Association District Number: 4

Judge	$60.00	J. P. Clerk	$35.00
(Constable)	$60.00	Individual	$40.00
Deputy	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship, - (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze- $1,000.00

Check if new member ___

Complete and Mail to: Judge Phil Montgomery
JPCA Secretary - Treasurer
209 S. Teel Drive Devine, Texas 78016

Renewal

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
209 S. Teel Drive
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163*yahoo.com

Last Name: Sanchez First Blanca MI: I Title: Chief Deputy

County: Hidalgo Precinct: 1 Place: _____

Office Address: 1902 Joe Stephens Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone #- 956-447-3775 Office Fax #- 956-447-8614

Email Address: blanca.sanchez@co.hidalgo.tx.us Association District Number: 4

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
(Deputy)	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship, - (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze- $1,000.00

Check if new member ___

Complete and Mail to: Judge Phil Montgomery
JPCA Secretary - Treasurer
209 S. Teel Drive Devine, Texas 78016

Renewal

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
209 S. Teel Drive
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163*yahoo.com

Last Name: Sanchez First Raymundo MI: ____ Title: Deputy

County: Hidalgo Precinct: 1 Place: ____

Office Address: 1902 Joe Stephens Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone #- 956-447-3775 Office Fax #- 956-447-8614

Email Address: rsanchezrico4@yahoo.com Association District Number: 4

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
(Deputy)	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship, - (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze- $1,000.00

Check if new member

Complete and Mail to: Judge Phil Montgomery
JPCA Secretary - Treasurer
209 S. Teel Drive Devine, Texas 78016

Renewal

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
209 S. Teel Drive
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163*yahoo.com

Last Name: Escalon Jr. First Pedro MI: Title: Deputy

County: Hidalgo Precinct: 1 Place:

Office Address: 1902 Joe Stephens Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone #- 956-447-3775 Office Fax #- 956-447-8614

Email Address: pescalonrico5@yahoo.com Association District Number: 4

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
(Deputy)	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship, - (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze- $1,000.00

Check if new member ___

Complete and Mail to: Judge Phil Montgomery
JPCA Secretary - Treasurer
209 S. Teel Drive Devine, Texas 78016

Renewal

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
209 S. Teel Drive
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163*yahoo.com

Last Name: Blanco Jr. First Martin MI: Title: Deputy

County: Hidalgo Precinct: 1 Place:

Office Address: 1902 Joe Stephens Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone #- 956-447-3775 Office Fax #- 956-447-8614

Email Address: mblancogulf8@yahoo.com Association District Number: 4

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
(Deputy)	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship, - (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze- $1,000.00

Check if new member ___

Complete and Mail to: Judge Phil Montgomery
JPCA Secretary - Treasurer
209 S. Teel Drive Devine, Texas 78016

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
209 S. Teel Drive
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163*yahoo.com

Last Name: Espinosa First Joe MI: F Title: Deputy

County: Hidalgo Precinct: 1 Place: _____

Office Address: 1902 Joe Stephens Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone #- 956-447-3775 Office Fax #- 956-447-8614

Email Address: jose.espinoza@co.hidalgo.tx.us Association District Number: 4

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
(Deputy)	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship, - (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze- $1,000.00

Check if new member X

Complete and Mail to: Judge Phil Montgomery
JPCA Secretary - Treasurer
209 S. Teel Drive Devine, Texas 78016

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
209 S. Teel Drive
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163*yahoo.com

Last Name: Phillips First Gregory MI: K Title: Deputy

County: Hidalgo Precinct: 1 Place: _____

Office Address: 1902 Joe Stephens Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone #- 956-447-3775 Office Fax #- 956-447-8614

Email Address: hccp1@co.hidalgo.tx.us Association District Number: 4

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
(Deputy)	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship, - (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze- $1,000.00

Check if new member X

Complete and Mail to: Judge Phil Montgomery
JPCA Secretary - Treasurer
209 S. Teel Drive Devine, Texas 78016

Renewal

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
209 S. Teel Drive
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163*yahoo.com

Last Name: Flores First Sara MI: Title: Deputy

County: Hidalgo Precinct: 1 Place:

Office Address: 1902 Joe Stephens Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone #- 956-447-3775 Office Fax #- 956-447-8614

Email Address: hccp1@co.hidalgo.tx.us Association District Number: 4

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
(Deputy)	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship, - (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze- $1,000.00

Check if new member ___

Complete and Mail to: Judge Phil Montgomery
JPCA Secretary - Treasurer
209 S. Teel Drive Devine, Texas 78016

Renewal

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
209 S. Teel Drive
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163*yahoo.com

Last Name: Wallen Jr. First James MI: T Title: Deputy

County: Hidalgo Precinct: 1 Place: _____

Office Address: 1902 Joe Stephens Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone #- 956-447-3775 Office Fax #- 956-447-8614

Email Address: hccp1@co.hidalgo.tx.us Association District Number: 4

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
(Deputy)	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship, - (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze- $1,000.00

Check if new member ___

Complete and Mail to: Judge Phil Montgomery
JPCA Secretary - Treasurer
209 S. Teel Drive Devine, Texas 78016

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
209 S. Teel Drive
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163*yahoo.com

Last Name: Lozano Jr. First Raul MI: Title: Deputy

County: Hidalgo Precinct: 1 Place:

Office Address: 1902 Joe Stephens, Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone #- 956-447-3775 Office Fax #- 956-447-8614

Email Address: hccp1@co.hidalgo.tx.us Association District Number: 4

Judge	$60.00	J. P. Clerk	$35.00		
Constable	$60.00	Individual	$40.00		
(Deputy)	$35.00	Life Member	$400.00		
Constable Clerk	$35.00	Corporate Vendorship, - (See Corporate Package For Complete Details)		Gold - Platinum - Bronze-	$2,000.00 $1,500.00 $1,000.00

Check if new member ___

Complete and Mail to: Judge Phil Montgomery
JPCA Secretary - Treasurer
209 S. Teel Drive Devine, Texas 78016

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
209 S. Teel Drive
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163*yahoo.com

Last Name: Cavazos Jr. First Mario MI: Title: Deputy

County: Hidalgo Precinct: 1 Place:

Office Address: 1902 Joe Stephens Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone #- 956-447-3775 Office Fax #- 956-447-8614

Email Address: hccp1@co.hidalgo.tx.us Association District Number: 4

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
(Deputy)	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship, - (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze- $1,000.00

Check if new member X

Complete and Mail to: Judge Phil Montgomery
JPCA Secretary - Treasurer
209 S. Teel Drive Devine, Texas 78016

Renewal

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
209 S. Teel Drive
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163*yahoo.com

Last Name: Hernandez First Juan MI: M Title: Constable Clerk

County: Hidalgo Precinct: 1 Place: _____

Office Address: 1902 Joe Stephens, Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone #- 956-447-3775 Office Fax #- 956-447-8614

Email Address: sargentrico17@yahoo.com Association District Number: 4

Judge	$60.00	J. P. Clerk	$35.00		
Constable	$60.00	Individual	$40.00		
Deputy	$35.00	Life Member	$400.00		
(Constable Clerk)	$35.00	Corporate Vendorship, - (See Corporate Package For Complete Details)		Gold -	$2,000.00
				Platinum -	$1,500.00
				Bronze-	$1,000.00

Check if new member ___

Complete and Mail to: Judge Phil Montgomery
JPCA Secretary - Treasurer
209 S. Teel Drive Devine, Texas 78016

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Celestino Avila Jr, do hereby state that my membership in the JPCA of Texas Inc.. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: _____

TITLE: Constable

Before me Blanca I. Sanchez, a Notary Public, appeared Celestino Avila Jr., and on (HIS) ~~HERS~~ oath deposed and stated that the facts as set ~~forth in the~~ above affidavit to be true and correct in every respect

BLANCA I. SANCHEZ
Notary Public, State of Texas
My Commission Expires
September 16, 2010

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Blanca I. Sanchez, do hereby state that my membership in the JPCA of Texas Inc. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: _____

TITLE: Chief Deputy

Before me Juan M. Hernandez, a Notary Public, appeared Blanca I. Sanchez, and on HIS / HERS oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect

JUAN M. HERNANDEZ
Notary Public, State of Texas
My Commission Expires
August 17, 2013

(SEAL)

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Raymundo Sanchez, do hereby state that my membership in the JPCA of Texas Inc. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: Raymundo Sanchez

TITLE: Deputy

Before me Blanca I. Sanchez, a Notary Public, appeared Raymundo Sanchez, and on (HIS) / HER oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect

BLANCA I. SANCHEZ
Notary Public, State of Texas
My Commission Expires
September 16, 2010

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Pedro Escalon Jr., do hereby state that my membership in the JPCA of Texas Inc. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: [signature]

TITLE: Deputy

Before me Blanca I. Sanchez, a Notary Public, appeared Pedro Escalon Jr., and on HIS / ~~HERS~~ oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect

BLANCA I. SANCHEZ
Notary Public, State of Texas
My Commission Expires
September 16, 2010

[signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Martin Blanco Jr., do hereby state that my membership in the JPCA of Texas Inc.. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: _____

TITLE: Deputy

Before me Blanca I. Sanchez, a Notary Public, appeared Martin Blanco Jr., and on HIS / HERS oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect

BLANCA I. SANCHEZ
Notary Public, State of Texas
My Commission Expires
September 18, 2010

(SEAL)

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Joe F. Espinosa, do hereby state that my membership in the JPCA of Texas Inc.. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: Joe F. Espinosa

TITLE: Deputy

Before me Blanca I. Sanchez, a Notary Public, appeared Joe F. Espinosa, and on (HIS) / HERS oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect

BLANCA I. SANCHEZ
Notary Public, State of Texas
My Commission Expires
September 16, 2010

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Gregory K. Phillips, do hereby state that my membership in the JPCA of Texas Inc.. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: Gregory K Phillips

TITLE: Deputy

Before me Blanca I. Sanchez, a Notary Public, appeared Gregory K. Phillips and on HIS / HERS oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect

BLANCA I. SANCHEZ
Notary Public, State of Texas
My Commission Expires
September 16, 2010

SEAL

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Sara Flores, do hereby state that my membership in the JPCA of Texas Inc.. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE:

TITLE: Deputy

Before me Blanca I. Sanchez, a Notary Public, appeared Sara Flores, and on HIS / HERS oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect

BLANCA I. SANCHEZ
Notary Public, State of Texas
My Commission Expires
September 16, 2010

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, James T. Wallen Jr., do hereby state that my membership in the JPCA of Texas Inc.. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: _____

TITLE: Deputy

Before me Blanca I. Sanchez, a Notary Public, appeared James T. Wallen Jr., and on (HIS) / HERS oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect

BLANCA I. SANCHEZ
Notary Public, State of Texas
My Commission Expires
September 16, 2010

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Raul Lozano Jr., do hereby state that my membership in the JPCA of Texas Inc.. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: _____

TITLE: Deputy

Before me Blanca I. Sanchez, a Notary Public, appeared Raul Lozano Jr., and on HIS / HERS oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect

BLANCA I. SANCHEZ
Notary Public, State of Texas
My Commission Expires
September 16, 2010

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Mario Cavazos Jr., do hereby state that my membership in the JPCA of Texas Inc. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: Mario Cavazos Jr.

TITLE: Deputy

Before me Blanca I. Sanchez a Notary Public, appeared Mario Cavazos Jr. and on ~~HIS~~ / HERS oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect

BLANCA I. SANCHEZ
Notary Public, State of Texas
My Commission Expires
September 16, 2010

SEAL

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Juan M. Hernandez, do hereby state that my membership in the JPCA of Texas Inc. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: [signature]

TITLE: Constable Clerk

Before me Blanca I. Sanchez, a Notary Public, appeared Juan M. Hernandez, and on (HIS) / HERS oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect

BLANCA I. SANCHEZ
Notary Public, State of Texas
My Commission Expires
September 16, 2010

[signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

Renewal

FILE COPY

SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION, INC.

APPLICATION FOR MEMBERSHIP

Date: 03/05/2010

I HEREBY MAKE APPLICATION FOR MEMBERSHIP IN THE SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION. REMITTANCE IN THE AMOUNT OF S _____ AND CHECK NO. _____ IS ENCLOSED TO COVER ANNUAL DUES.

(PLEASE PRINT OR TYPE)

Name: Celestino Avila Jr. Title: CONSTABLE

County: Hidalgo Precinct: 1 Place: _____

Office Address: 1902 Joe Stephens, Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone: 956-447-3775 Office Fax: 956-447-8614

Cell Phone 956-463-2199 Email: hccp1@co.hidalgo.tx.us

State Senator's Name: Eddie Lucio Dist. No: _____

State Representative's Name: Armando Martinez Dist. No: _____

(PLEASE CHECK TITLE)

☐ JUSTICE OF THE PEACE	$25.00	☐ COURT PERSONNEL	$10.00
☒ CONSTABLE	$25.00	☐ ASSOCIATE	$25.00
☐ DEPUTY	$10.00	☐ REGULAR - LIFE	$100.00
☐ CONSTABLE CLERK	$10.00	☐ HONORARY - LIFE	$100.00

☐ PLEASE CREDIT ME WITH ENCLOSED LIFE MEMBERSHIP.

☐ PLEASE CREDIT ME WITH ENCLOSED ANNUAL MEMBERSHIP DUES FOR THE YEAR:

	☒ 2010	☐ 2011	☐ 2012	☐ 2013	☐ 2014
☐ 2015	☐ 2016	☐ 2017	☐ 2018	☐ 2019	☐ 2020

PLEASE FILL OUT COMPLETELY AND MAIL WITH PROPER REMITTANCE TO:

Constable Lazaro "Larry" Gallardo
730 North Brey-fogle Ste. B
NEssion, Texas 78572

NOTE: ALL MEMBERSHIPS EXCEPT LIFE MEMBERSHIPS EXPIRE ON DECEMBER 31 ST OF EACH YEAR.
PLEASE MAKE COPIES FOR DEPUTIES AND COURT PERSONNEL

Renewal

FILE COPY

SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION, INC.

APPLICATION FOR MEMBERSHIP

Date: 03/05/2010

I HEREBY MAKE APPLICATION FOR MEMBERSHIP IN THE SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION. REMITTANCE IN THE AMOUNT OF S _____ AND CHECK NO. _____ IS ENCLOSED TO COVER ANNUAL DUES.

(PLEASE PRINT OR TYPE)

Name: Blanca I. Sanchez Title: Chief Deputy

County: Hidalgo Precinct: 1 Place: _____

Office Address: 1902 Joe Stephens, Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone: 956-447-3775 Office Fax: 956-447-8614

Cell Phone 956-373-0172 Email: blanca.sanchez@co.hidalgo.tx.us

State Senator's Name: Eddie Lucio Dist. No: _____

State Representative's Name: Armando Martinez Dist. No: _____

(PLEASE CHECK TITLE)

☐ JUSTICE OF THE PEACE	$25.00	☐ COURT PERSONNEL	$10.00
☐ CONSTABLE	$25.00	☐ ASSOCIATE	$25.00
☒ DEPUTY	$10.00	☐ REGULAR - LIFE	$100.00
☐ CONSTABLE CLERK	$10.00	☐ HONORARY - LIFE	$100.00

☐ PLEASE CREDIT ME WITH ENCLOSED LIFE MEMBERSHIP.

☐ PLEASE CREDIT ME WITH ENCLOSED ANNUAL MEMBERSHIP DUES FOR THE YEAR:

	☒ 2010	☐ 2011	☐ 2012	☐ 2013	☐ 2014
☐ 2015	☐ 2016	☐ 2017	☐ 2018	☐ 2019	☐ 2020

PLEASE FILL OUT COMPLETELY AND MAIL WITH PROPER REMITTANCE TO:

Constable Lazaro "Larry" Gallardo
730 North Brey-fogle Ste. B
NEssion, Texas 78572

NOTE: ALL MEMBERSHIPS EXCEPT LIFE MEMBERSHIPS EXPIRE ON DECEMBER 31 ST OF EACH YEAR.
PLEASE MAKE COPIES FOR DEPUTIES AND COURT PERSONNEL

Renewal

FILE COPY

SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION, INC.

APPLICATION FOR MEMBERSHIP

Date: 03/05/2010

I HEREBY MAKE APPLICATION FOR MEMBERSHIP IN THE SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION. REMITTANCE IN THE AMOUNT OF S _____ AND CHECK NO. _____ IS ENCLOSED TO COVER ANNUAL DUES.

(PLEASE PRINT OR TYPE)

Name: Raymundo Sanchez Title: Deputy

County: Hidalgo Precinct: 1 Place: _____

Office Address: 1902 Joe Stephens, Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone: 956-447-3775 Office Fax: 956-447-8614

Cell Phone 956-650-8007 Email: rsanchezrico4@yahoo.com

State Senator's Name: Eddie Lucio Dist. No: _____

State Representative's Name: Armando Martinez Dist. No: _____

(PLEASE CHECK TITLE)

☐ JUSTICE OF THE PEACE	$25.00	☐ COURT PERSONNEL	$10.00
☐ CONSTABLE	$25.00	☐ ASSOCIATE	$25.00
☒ DEPUTY	$10.00	☐ REGULAR - LIFE	$100.00
☐ CONSTABLE CLERK	$10.00	☐ HONORARY - LIFE	$100.00

☐ PLEASE CREDIT ME WITH ENCLOSED LIFE MEMBERSHIP.

☐ PLEASE CREDIT ME WITH ENCLOSED ANNUAL MEMBERSHIP DUES FOR THE YEAR:

	☒ 2010	☐ 2011	☐ 2012	☐ 2013	☐ 2014
☐ 2015	☐ 2016	☐ 2017	☐ 2018	☐ 2019	☐ 2020

PLEASE FILL OUT COMPLETELY AND MAIL WITH PROPER REMITTANCE TO:

Constable Lazaro "Larry" Gallardo
730 North Brey-fogle Ste. B
NEssion, Texas 78572

NOTE: ALL MEMBERSHIPS EXCEPT LIFE MEMBERSHIPS EXPIRE ON DECEMBER 31 ST OF EACH YEAR.
PLEASE MAKE COPIES FOR DEPUTIES AND COURT PERSONNEL

Renewal

FILE COPY

SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION, INC.

APPLICATION FOR MEMBERSHIP

Date: 03/05/2010

I HEREBY MAKE APPLICATION FOR MEMBERSHIP IN THE SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION. REMITTANCE IN THE AMOUNT OF S _____ AND CHECK NO. _____ IS ENCLOSED TO COVER ANNUAL DUES.

(PLEASE PRINT OR TYPE)

Name: Pedro Escalon Jr. Title: Deputy

County: Hidalgo Precinct: 1 Place: _____

Office Address: 1902 Joe Stephens, Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone: 956-447-3775 Office Fax: 956-447-8614

Cell Phone 956-342-5856 Email: pescalonrico5@yahoo.com

State Senator's Name: Eddie Lucio Dist. No: 4

State Representative's Name: Armando Martinez Dist. No: 4

(PLEASE CHECK TITLE)

☐ JUSTICE OF THE PEACE	$25.00	☐ COURT PERSONNEL	$10.00
☐ CONSTABLE	$25.00	☐ ASSOCIATE	$25.00
☒ DEPUTY	$10.00	☐ REGULAR - LIFE	$100.00
☐ CONSTABLE CLERK	$10.00	☐ HONORARY - LIFE	$100.00

☐ PLEASE CREDIT ME WITH ENCLOSED LIFE MEMBERSHIP.

☐ PLEASE CREDIT ME WITH ENCLOSED ANNUAL MEMBERSHIP DUES FOR THE YEAR:

	☒ 2010	☐ 2011	☐ 2012	☐ 2013	☐ 2014
☐ 2015	☐ 2016	☐ 2017	☐ 2018	☐ 2019	☐ 2020

PLEASE FILL OUT COMPLETELY AND MAIL WITH PROPER REMITTANCE TO:

Constable Lazaro "Larry" Gallardo
730 North Brey-fogle Ste. B
NEssion, Texas 78572

NOTE: ALL MEMBERSHIPS EXCEPT LIFE MEMBERSHIPS EXPIRE ON DECEMBER 31 ST OF EACH YEAR.
PLEASE MAKE COPIES FOR DEPUTIES AND COURT PERSONNEL

Renewal

FILE COPY

SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION, INC.

APPLICATION FOR MEMBERSHIP

Date: 03/05/2010

I HEREBY MAKE APPLICATION FOR MEMBERSHIP IN THE SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION. REMITTANCE IN THE AMOUNT OF S _____ AND CHECK NO. _____ IS ENCLOSED TO COVER ANNUAL DUES.

(PLEASE PRINT OR TYPE)

Name: Martin Blanco Jr. Title: Deputy

County: Hidalgo Precinct: 1 Place: _____

Office Address: 1902 Joe Stephens, Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone: 956-447-3775 Office Fax: 956-447-8614

Cell Phone 956-472-2232 Email: mblancogulf8@yahoo.com

State Senator's Name: Eddie Lucio Dist. No: _____

State Representative's Name: Armando Martinez Dist. No: _____

(PLEASE CHECK TITLE)

☐ JUSTICE OF THE PEACE	$25.00	☐ COURT PERSONNEL	$10.00
☐ CONSTABLE	$25.00	☐ ASSOCIATE	$25.00
☒ DEPUTY	$10.00	☐ REGULAR - LIFE	$100.00
☐ CONSTABLE CLERK	$10.00	☐ HONORARY - LIFE	$100.00

☐ PLEASE CREDIT ME WITH ENCLOSED LIFE MEMBERSHIP.

☐ PLEASE CREDIT ME WITH ENCLOSED ANNUAL MEMBERSHIP DUES FOR THE YEAR:

	☒ 2010	☐ 2011	☐ 2012	☐ 2013	☐ 2014
☐ 2015	☐ 2016	☐ 2017	☐ 2018	☐ 2019	☐ 2020

PLEASE FILL OUT COMPLETELY AND MAIL WITH PROPER REMITTANCE TO:

Constable Lazaro "Larry" Gallardo
730 North Brey-fogle Ste. B
NEssion, Texas 78572

NOTE: ALL MEMBERSHIPS EXCEPT LIFE MEMBERSHIPS EXPIRE ON DECEMBER 31 ST OF EACH YEAR.
PLEASE MAKE COPIES FOR DEPUTIES AND COURT PERSONNEL

FILE COPY

SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION, INC.

APPLICATION FOR MEMBERSHIP

Date: 03/05/2010

I HEREBY MAKE APPLICATION FOR MEMBERSHIP IN THE SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION. REMITTANCE IN THE AMOUNT OF S _____ AND CHECK NO. _____ IS ENCLOSED TO COVER ANNUAL DUES.

(PLEASE PRINT OR TYPE)

Name: Joe F. Espinosa Title: Deputy

County: Hidalgo Precinct: 1 Place: _____

Office Address: 1902 Joe Stephens, Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone: 956-447-3775 Office Fax: 956-447-8614

Cell Phone 956-246-8152 Email: jose.espinoza@co.hidalgo.tx.us

State Senator's Name: Eddie Lucio Dist. No: 4

State Representative's Name: Armando Martinez Dist. No: 4

(PLEASE CHECK TITLE)

☐ JUSTICE OF THE PEACE	$25.00	☐ COURT PERSONNEL	$10.00
☐ CONSTABLE	$25.00	☐ ASSOCIATE	$25.00
☒ DEPUTY	$10.00	☐ REGULAR - LIFE	$100.00
☐ CONSTABLE CLERK	$10.00	☐ HONORARY - LIFE	$100.00

☐ PLEASE CREDIT ME WITH ENCLOSED LIFE MEMBERSHIP.

☐ PLEASE CREDIT ME WITH ENCLOSED ANNUAL MEMBERSHIP DUES FOR THE YEAR:

	☒ 2010	☐ 2011	☐ 2012	☐ 2013	☐ 2014
☐ 2015	☐ 2016	☐ 2017	☐ 2018	☐ 2019	☐ 2020

PLEASE FILL OUT COMPLETELY AND MAIL WITH PROPER REMITTANCE TO:

Constable Lazaro "Larry" Gallardo
730 North Brey-fogle Ste. B
NEssion, Texas 78572

NOTE: ALL MEMBERSHIPS EXCEPT LIFE MEMBERSHIPS EXPIRE ON DECEMBER 31 ST OF EACH YEAR.
PLEASE MAKE COPIES FOR DEPUTIES AND COURT PERSONNEL

FILE COPY

SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION, INC.

APPLICATION FOR MEMBERSHIP

Date: 03/05/2010

I HEREBY MAKE APPLICATION FOR MEMBERSHIP IN THE SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION. REMITTANCE IN THE AMOUNT OF S _____ AND CHECK NO. _____ IS ENCLOSED TO COVER ANNUAL DUES.

(PLEASE PRINT OR TYPE)

Name: Gregory K. Phillips Title: Deputy

County: Hidalgo Precinct: 1 Place: _____

Office Address: 1902 Joe Stephens, Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone: 956-447-3775 Office Fax: 956-447-8614

Cell Phone 956-463-6859 Email: hccp1@co.hidalgo.tx.us

State Senator's Name: Eddie Lucio Dist. No: _____

State Representative's Name: Armando Martinez Dist. No: _____

(PLEASE CHECK TITLE)

☐ JUSTICE OF THE PEACE	$25.00	☐ COURT PERSONNEL	$10.00
☐ CONSTABLE	$25.00	☐ ASSOCIATE	$25.00
☒ DEPUTY	$10.00	☐ REGULAR - LIFE	$100.00
☐ CONSTABLE CLERK	$10.00	☐ HONORARY - LIFE	$100.00

☐ PLEASE CREDIT ME WITH ENCLOSED LIFE MEMBERSHIP.

☐ PLEASE CREDIT ME WITH ENCLOSED ANNUAL MEMBERSHIP DUES FOR THE YEAR:

	☒ 2010	☐ 2011	☐ 2012	☐ 2013	☐ 2014
☐ 2015	☐ 2016	☐ 2017	☐ 2018	☐ 2019	☐ 2020

PLEASE FILL OUT COMPLETELY AND MAIL WITH PROPER REMITTANCE TO:

Constable Lazaro "Larry" Gallardo
730 North Brey-fogle Ste. B
NEssion, Texas 78572

NOTE: ALL MEMBERSHIPS EXCEPT LIFE MEMBERSHIPS EXPIRE ON DECEMBER 31 ST OF EACH YEAR.
PLEASE MAKE COPIES FOR DEPUTIES AND COURT PERSONNEL

Renewal

SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION, INC.

FILE COPY

APPLICATION FOR MEMBERSHIP

Date: 03/05/2010

I HEREBY MAKE APPLICATION FOR MEMBERSHIP IN THE SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION. REMITTANCE IN THE AMOUNT OF $ _____ AND CHECK NO. _____ IS ENCLOSED TO COVER ANNUAL DUES.

(PLEASE PRINT OR TYPE)

Name: Sara Flores Title: Deputy

County: Hidalgo Precinct: 1 Place: _____

Office Address: 1902 Joe Stephens, Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone: 956-447-3775 Office Fax: 956-447-8614

Cell Phone 956-454-0597 Email: hccp1@co.hidalgo.tx.us

State Senator's Name: Eddie Lucio Dist. No: _____

State Representative's Name: Armando Martinez Dist. No: _____

(PLEASE CHECK TITLE)

☐ JUSTICE OF THE PEACE	$25.00	☐ COURT PERSONNEL	$10.00
☐ CONSTABLE	$25.00	☐ ASSOCIATE	$25.00
☒ DEPUTY	$10.00	☐ REGULAR - LIFE	$100.00
☐ CONSTABLE CLERK	$10.00	☐ HONORARY - LIFE	$100.00

☐ PLEASE CREDIT ME WITH ENCLOSED LIFE MEMBERSHIP.

☐ PLEASE CREDIT ME WITH ENCLOSED ANNUAL MEMBERSHIP DUES FOR THE YEAR:

	☒ 2010	☐ 2011	☐ 2012	☐ 2013	☐ 2014
☐ 2015	☐ 2016	☐ 2017	☐ 2018	☐ 2019	☐ 2020

PLEASE FILL OUT COMPLETELY AND MAIL WITH PROPER REMITTANCE TO:

Constable Lazaro "Larry" Gallardo
730 North Brey-fogle Ste. B
NEssion, Texas 78572

NOTE: ALL MEMBERSHIPS EXCEPT LIFE MEMBERSHIPS EXPIRE ON DECEMBER 31 ST OF EACH YEAR.
PLEASE MAKE COPIES FOR DEPUTIES AND COURT PERSONNEL

Renewal

FILE COPY

SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION, INC.

APPLICATION FOR MEMBERSHIP

Date: 03/05/2010

I HEREBY MAKE APPLICATION FOR MEMBERSHIP IN THE SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION. REMITTANCE IN THE AMOUNT OF S _____ AND CHECK NO. _____ IS ENCLOSED TO COVER ANNUAL DUES.

(PLEASE PRINT OR TYPE)

Name: James T. Wallen Jr. Title: Deputy

County: Hidalgo Precinct: 1 Place: _____

Office Address: 1902 Joe Stephens, Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone: 956-447-3775 Office Fax: 956-447-8614

Cell Phone 956-373-4677 Email: hccp1@co.hidalgo.tx.us

State Senator's Name: Eddie Lucio Dist. No: _____

State Representative's Name: Armando Martinez Dist. No: _____

(PLEASE CHECK TITLE)

☐ JUSTICE OF THE PEACE	$25.00	☐ COURT PERSONNEL	$10.00
☐ CONSTABLE	$25.00	☐ ASSOCIATE	$25.00
☒ DEPUTY	$10.00	☐ REGULAR - LIFE	$100.00
☐ CONSTABLE CLERK	$10.00	☐ HONORARY - LIFE	$100.00

☐ PLEASE CREDIT ME WITH ENCLOSED LIFE MEMBERSHIP.

☐ PLEASE CREDIT ME WITH ENCLOSED ANNUAL MEMBERSHIP DUES FOR THE YEAR:

	☒ 2010	☐ 2011	☐ 2012	☐ 2013	☐ 2014
☐ 2015	☐ 2016	☐ 2017	☐ 2018	☐ 2019	☐ 2020

PLEASE FILL OUT COMPLETELY AND MAIL WITH PROPER REMITTANCE TO:

Constable Lazaro "Larry" Gallardo
730 North Brey-fogle Ste. B
NEssion, Texas 78572

NOTE: ALL MEMBERSHIPS EXCEPT LIFE MEMBERSHIPS EXPIRE ON DECEMBER 31 ST OF EACH YEAR.
PLEASE MAKE COPIES FOR DEPUTIES AND COURT PERSONNEL

FILE COPY

SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION, INC.

APPLICATION FOR MEMBERSHIP

Date: 03/05/2010

I HEREBY MAKE APPLICATION FOR MEMBERSHIP IN THE SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION. REMITTANCE IN THE AMOUNT OF S _____ AND CHECK NO. _____ IS ENCLOSED TO COVER ANNUAL DUES.

(PLEASE PRINT OR TYPE)

Name: Raul Lozano Jr. Title: Deputy

County: Hidalgo Precinct: 1 Place: _____

Office Address: 1902 Joe Stephens, Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone: 956-447-3775 Office Fax: 956-447-8614

Cell Phone 956-454-9703 Email: hccp1@co.hidalgo.tx.us

State Senator's Name: Eddie Lucio Dist. No: _____

State Representative's Name: Armando Martinez Dist. No: _____

(PLEASE CHECK TITLE)

☐ JUSTICE OF THE PEACE	$25.00	☐ COURT PERSONNEL	$10.00
☐ CONSTABLE	$25.00	☐ ASSOCIATE	$25.00
☒ DEPUTY	$10.00	☐ REGULAR - LIFE	$100.00
☐ CONSTABLE CLERK	$10.00	☐ HONORARY - LIFE	$100.00

☐ PLEASE CREDIT ME WITH ENCLOSED LIFE MEMBERSHIP.

☐ PLEASE CREDIT ME WITH ENCLOSED ANNUAL MEMBERSHIP DUES FOR THE YEAR:

	☒ 2010	☐ 2011	☐ 2012	☐ 2013	☐ 2014
☐ 2015	☐ 2016	☐ 2017	☐ 2018	☐ 2019	☐ 2020

PLEASE FILL OUT COMPLETELY AND MAIL WITH PROPER REMITTANCE TO:

Constable Lazaro "Larry" Gallardo
730 North Brey-fogle Ste. B
NEssion, Texas 78572

NOTE: ALL MEMBERSHIPS EXCEPT LIFE MEMBERSHIPS EXPIRE ON DECEMBER 31 ST OF EACH YEAR.
PLEASE MAKE COPIES FOR DEPUTIES AND COURT PERSONNEL

FILE COPY

SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION, INC.

APPLICATION FOR MEMBERSHIP

Date: 03/05/2010

I HEREBY MAKE APPLICATION FOR MEMBERSHIP IN THE SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION. REMITTANCE IN THE AMOUNT OF S _____ AND CHECK NO. _____ IS ENCLOSED TO COVER ANNUAL DUES.

(PLEASE PRINT OR TYPE)

Name: Mario Cavazos Jr. Title: Deputy

County: Hidalgo Precinct: 1 Place: _____

Office Address: 1902 Joe Stephens, Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone: 956-447-3775 Office Fax: 956-447-8614

Cell Phone 956-279-5796 Email: hccp1@co.hidalgo.tx.us

State Senator's Name: Eddie Lucio Dist. No: _____

State Representative's Name: Armando Martinez Dist. No: _____

(PLEASE CHECK TITLE)

☐ JUSTICE OF THE PEACE	$25.00	☐ COURT PERSONNEL	$10.00
☐ CONSTABLE	$25.00	☐ ASSOCIATE	$25.00
☒ DEPUTY	$10.00	☐ REGULAR - LIFE	$100.00
☐ CONSTABLE CLERK	$10.00	☐ HONORARY - LIFE	$100.00

☐ PLEASE CREDIT ME WITH ENCLOSED LIFE MEMBERSHIP.

☐ PLEASE CREDIT ME WITH ENCLOSED ANNUAL MEMBERSHIP DUES FOR THE YEAR:

	☒ 2010	☐ 2011	☐ 2012	☐ 2013	☐ 2014
☐ 2015	☐ 2016	☐ 2017	☐ 2018	☐ 2019	☐ 2020

PLEASE FILL OUT COMPLETELY AND MAIL WITH PROPER REMITTANCE TO:

Constable Lazaro "Larry" Gallardo
730 North Brey-fogle Ste. B
NEssion, Texas 78572

NOTE: ALL MEMBERSHIPS EXCEPT LIFE MEMBERSHIPS EXPIRE ON DECEMBER 31 ST OF EACH YEAR.
PLEASE MAKE COPIES FOR DEPUTIES AND COURT PERSONNEL

Renewal

FILE COPY

SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION, INC.

APPLICATION FOR MEMBERSHIP

Date: 03/05/2010

I HEREBY MAKE APPLICATION FOR MEMBERSHIP IN THE SOUTH TEXAS JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION. REMITTANCE IN THE AMOUNT OF S _____ AND CHECK NO. _____ IS ENCLOSED TO COVER ANNUAL DUES.

(PLEASE PRINT OR TYPE)

Name: Juan M. Hernandez Title: Constable Clerk

County: Hidalgo Precinct: 1 Place: _____

Office Address: 1902 Joe Stephens, Suite 303

City: Weslaco State: Texas Zip: 78596

Office Phone: 956-447-3775 Office Fax: 956-447-8614

Cell Phone 956-463-2264 Email: hccp1@co.hidalgo.tx.us

State Senator's Name: Eddie Lucio Dist. No: _____

State Representative's Name: Armando Martinez Dist. No: _____

(PLEASE CHECK TITLE)

☐ JUSTICE OF THE PEACE	$25.00	☐ COURT PERSONNEL	$10.00
☐ CONSTABLE	$25.00	☐ ASSOCIATE	$25.00
☐ DEPUTY	$10.00	☐ REGULAR - LIFE	$100.00
☒ CONSTABLE CLERK	$10.00	☐ HONORARY - LIFE	$100.00

☐ PLEASE CREDIT ME WITH ENCLOSED LIFE MEMBERSHIP.

☐ PLEASE CREDIT ME WITH ENCLOSED ANNUAL MEMBERSHIP DUES FOR THE YEAR:

	☒ 2010	☐ 2011	☐ 2012	☐ 2013	☐ 2014
☐ 2015	☐ 2016	☐ 2017	☐ 2018	☐ 2019	☐ 2020

PLEASE FILL OUT COMPLETELY AND MAIL WITH PROPER REMITTANCE TO:

Constable Lazaro "Larry" Gallardo
730 North Brey-fogle Ste. B
NEssion, Texas 78572

NOTE: ALL MEMBERSHIPS EXCEPT LIFE MEMBERSHIPS EXPIRE ON DECEMBER 31 ST OF EACH YEAR.
PLEASE MAKE COPIES FOR DEPUTIES AND COURT PERSONNEL

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Celestino Avila Jr, do hereby state that my membership in the South Texas JPCA Inc.. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: Celestino Avila Jr

TITLE: Constable

Before me Blanca I. Sanchez, a Notary Public, appeared Celestino Avila Jr., and on (HIS) / HERS oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

BLANCA I. SANCHEZ
Notary Public, State of Texas
My Commission Expires
September 16, 2010
(SEAL)

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Blanca I. Sanchez, do hereby state that my membership in the South Texas JPCA Inc. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: _____

TITLE: Chief Deputy

Before me Juan M. Hernandez, a Notary Public, appeared Blanca I. Sanchez, and on HIS / HERS oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect

JUAN M. HERNANDEZ
Notary Public, State of Texas
My Commission Expires
August 17, 2013

(SEAL)

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Raymundo Sanchez, do hereby state that my membership in the South Texas JPCA Inc. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: Raymundo Sanchez

TITLE: Deputy

Before me Blanca I. Sanchez, a Notary Public, appeared Raymundo Sanchez, and on (HIS) / HERS oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect

BLANCA I. SANCHEZ
Notary Public, State of Texas
My Commission Expires
September 19, 2010

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Pedro Escalon Jr., do hereby state that my membership in the South Texas JPCA Inc.. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: _____

TITLE: Deputy

Before me Blanca I. Sanchez, a Notary Public, appeared Pedro Escalon Jr., and on ~~his~~ HERS oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

(SEAL)

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Martin Blanco Jr., do hereby state that my membership in the South Texas JPCA Inc.. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: _____

TITLE: Deputy

Before me Blanca I. Sanchez, a Notary Public, appeared Martin Blanco Jr., and on (HIS) / ~~HERS~~ oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

BLANCA I. SANCHEZ
Notary Public, State of Texas
My Commission Expires
September 16, 2010

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Joe F. Espinosa, do hereby state that my membership in the South Texas JPCA, Inc.. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: Joe F. Espinosa

TITLE: Deputy

Before me Blanca I. Sanchez, a Notary Public, appeared Joe F. Espinosa and on (HIS) / HERS oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect

BLANCA I. SANCHEZ
Notary Public, State of Texas
My Commission Expires
September 16, 2010

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Gregory K. Phillips, do hereby state that my membership in the South Texas JPCA Inc. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: Gregory K Phillips

TITLE: Deputy

Before me Blanca I. Sanchez, a Notary Public, appeared Gregory K. Phillips and on (HIS) ~~HERS~~ oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect

BLANCA I. SANCHEZ
Notary Public, State of Texas
My Commission Expires
September 16, 2010

(SEAL)

NOTARY PUBLIC ~~IN AND FOR~~
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Sara Flores, do hereby state that my membership in the South Texas JPCA Inc.. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: Sara Flores

TITLE: Deputy

Before me Blanca I. Sanchez, a Notary Public, appeared Sara Flores, and on HIS / ~~HERS~~ oath deposed and stated that the facts as set forth in the ~~above~~ affidavit to be true and correct in every respect

BLANCA I. SANCHEZ
Notary Public, State of Texas
My Commission Expires
September 16, 2010

SEAL

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, James T. Wallen Jr., do hereby state that my membership in the South Texas JPCA Inc. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: _____

TITLE: Deputy

Before me Blanca I. Sanchez, a Notary Public, appeared James T. Wallen Jr., and on (HIS) / HERS oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect

BLANCA I. SANCHEZ
Notary Public, State of Texas
My Commission Expires
September 19, 2010

(SEAL)

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Raul Lozano Jr., do hereby state that my membership in the South Texas JPCA Inc.. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: _____

TITLE: Deputy

Before me Blanca I. Sanchez, a Notary Public, appeared Raul Lozano Jr, and on (HIS) / HERS oath deposed and stated that the facts as set forth ~~in the~~ above affidavit to be true and correct in every respect

BLANCA I. SANCHEZ
Notary Public, State of Texas
My Commission Expires
September 16, 2010

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Mario Cavazos Jr., do hereby state that my membership in the South Texas JPCA Inc.. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: Mario Cavazos Jr

TITLE: Deputy

Before me Blanca I. Sanchez, a Notary Public, appeared Mario Cavazos Jr. and on HIS / HERS oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

BLANCA I. SANCHEZ
Notary Public, State of Texas
My Commission Expires
September 16, 2010

(SEAL)

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Juan M. Hernandez, do hereby state that my membership in the South Texas JPCA Inc. on behalf of Hidalgo County and dues to be paid by Hidalgo County is *necessary in* the Performance Of my *duties as an official/employee of* Hidalgo County- I further state the *following:*

1. MY participation in the association or organization is for the betterment of County Government and the benefit of me as a County *official or* employee;

2. *The association or Organization is not affiliated with a* labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or- indirectly influences or attempts *to influence the outcome of any* legislation pending *before* the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly, or indirectly contributes any money.. services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for *public office.*

SIGNATURE: [signature]

TITLE: Constable Clerk

Before me Blanca I. Sanchez, a Notary Public, appeared Juan M. Hernandez, and on (HIS) / HERS oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect

BLANCA I. SANCHEZ
Notary Public, State of Texas
My Commission Expires
September 16, 2010

(SEAL)

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec- 113.064b.

COUNTY AUDITOR SFA-CA- 041

AI-20187 **11.B.**

Requesting authorization for the County Judge to execute the FY2009 Chapter 59 Asset Forfeiture Report, as required by the Office of the Attorney Gene

CC REGULAR

Date:	03/12/2010
Submitted By:	Joel Rivera, CONSTABLE PCT. #4
Submitted For:	Joel Rivera
Department:	CONSTABLE PCT. #4
Agenda Category:	Constables **Sub-category:** Constables

Information

CAPTION

Constable Pct. #4:
Requesting authorization for the County Judge to execute the FY2009 Chapter 59 Asset Forfeiture Report, as required by the Office of the Attorney General.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** N/A

FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

NO BUDGETARY IMPACT.

Attachments

Link: CH 59

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2010 03:52 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	03/02/2010 04:20 PM	APRV
3	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Joel Rivera Started On: 03/02/2010 02:26 PM

Final Approval Date: 03/05/2010

FY 2009
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Hidalgo County Constable Precinct 4

Reporting Period: (local fiscal year) 01/01/2009 to 12/31/2009

Agency Mailing Address: 2814 S. Hwy 281
Edinburg, Texas 78539

example: 01/01/09 to 12/31/09, 09/01/08 to 08/31/09 etc.

Phone Number: (956) 383-8560

County: Hidalgo

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds..... $ 0.00

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency.

B) Seized Funds..... $ 0.00

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g., the District Attorney's account.

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency..... $ 0.00

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

2) Amount Forfeited to and Received by Reporting Agency (including interest) ..... $ 0.00

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

3) Amount Returned to Defendants..... $ 0.00

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under "Proceeds Received by Reporting Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.

RECEIVED BY
COUNTY AUDITOR
2010 JAN 20 PM 3:40

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	0	0	0
2) REAL PROPERTY (Count each parcel seized as one item)	0	0	0
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)	0	0	0
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)	0	0	0
5) Other Property: Description: _____			
Other Property: Description: _____			
Other Property: Description: _____			

III. Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5)..... $ 0.00

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS; Enter the total dollar amount or total number of items received pursuant to a **sharing agreement where the forfeiture judgment awarded ownership of the property to another agency** prior to it being transferred to your agency.

A. Proceeds - (should be a dollar amount)..... $ 0.00

B. Vehicles.- (should be a number not a currency amount)..... 0

C. Other - (should be a number not a currency amount)..... 0

V. Interest Earned on Forfeited Funds During Reporting Period..... $ 0.00

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.

VI. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. **This category is ONLY for expenditures made from Chapter 59 funds**. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

Salaries	$ 0.00
Overtime	$ 0.00
Equipment (includes vehicles, computers & software, maintenance costs, etc.)	$ 0.00
Supplies (includes cellular air time, miscellaneous commodities)	$ 0.00
Travel	$ 0.00
Training	$ 0.00
Paid to or Shared with Cooperating Agency	$ 0.00
Confidential Informant Payments	$ 0.00
Prevention / Treatment Programs	$ 0.00
Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)	$ 0.00
Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.).	$ 0.00

Other: (attach additional sheets if necessary)

Description: _____ $_____

Description: _____ $_____

Description: _____ $_____

Other Total $ 0.00

TOTAL EXPENDITURES: $ 0.00

CERTIFICATION

COUNTY JUDGE, MAYOR OR OTHER APPROPRIATE HEAD OF GOVERNING BODY OR DESIGNEE: Hidalgo County Judge

TITLE:

SIGNATURE:

DATE:

RETURN COMPLETED FORM TO:

renee.gray@oag.state.tx.us
(512)305-8882

Office of the Attorney General
Criminal Prosecutions Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548
kent.richardson@oag.state.tx.us
(512)936-1348
FAX (512)494-8283

AI-20186 **11.C.**

Appointment of Deputy Constable- Constable Precinct 4

CC REGULAR

Date:	03/12/2010
Submitted By:	Joel Rivera, CONSTABLE PCT. #4
Submitted For:	Joel Rivera
Department:	CONSTABLE PCT. #4
Agenda Category:	Constables **Sub-category:** Constables

Information

CAPTION

Constable Pct. #4:
Discussion, consideration, and approval to appoint Raul E. Ayala as a deputy constable, by Precinct 4 Constable J.E. "Eddie" Guerra, in accordance with Texas Local Government Code 86.011

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** N/A

FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: LGC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2010 02:46 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	03/02/2010 04:31 PM	APRV
3	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Joel Rivera Started On: 03/02/2010 02:22 PM

Final Approval Date: 03/05/2010

removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, Sec. 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, Sec. 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.821, eff. Sept. 1, 2001. Amended by:

Acts 2005, 79th Leg., Ch. 954, Sec. 1, eff. June 18, 2005.

Sec. 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the

deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may

AI-20184 **11.D.**

Appointment of Reserve Deputy Constable- Constable Precinct 4

CC REGULAR

Date:	03/12/2010
Submitted By:	Joel Rivera, CONSTABLE PCT. #4
Submitted For:	Joel Rivera
Department:	CONSTABLE PCT. #4
Agenda Category:	Constables **Sub-category:** Constables

Information

CAPTION

Constable Pct. #4:
Discussion, consideration, and approval to appoint Homer Garza as a reserve deputy constable by Constable J.E. "Eddie" Guerra, Constable precinct 4 in accodance with Texas Local Government Code 86.012

BACKGROUND

Fiscal Impact

Attachments

Link: lgc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2010 02:47 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	03/02/2010 04:36 PM	APRV
3	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Joel Rivera — Started On: 03/02/2010 02:10 PM

Final Approval Date: 03/05/2010

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

§ 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with
a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than
$500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed

on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of
office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995; Acts 2005, 79th Leg., ch. 1094, § 18, eff. Sept. 1, 2005.

§ 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred
by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 954, § 1, eff. June 18, 2005.

§ 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office

by the judge of the district court in the manner provided by law for
the removal of county officers.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

§ 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the

consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of

full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, § 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

§ 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, § 1, eff. Jan. 1, 1998.

§ 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

AI-20267 **12.A.**

Request for approval to increase Change fund for the Alamo Sub-station $1,000.00

CC REGULAR

Date:	03/12/2010
Submitted By:	Mary Garcia, TAX OFFICE
Submitted For:	Armando Barrera Jr.
Department:	TAX OFFICE
Agenda Category:	Tax Office
Sub-category:	Tax Office

Information

CAPTION

Approval to increase the Change Fund in the amount of $1,000.00 for the Alamo Sub-station (429 S. Tower Rd).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-152-03-000-XXX-0-000

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Approval to increase the Change Fund.

Attachments

Link: change of funds

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/05/2010 03:08 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/05/2010 03:45 PM	APRV
3	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Mary Garcia — Started On: 03/05/2010 02:47 PM

Final Approval Date: 03/05/2010

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

March 3, 2010

The Honorable Armando Barrera, Jr.
Hidalgo County Tax Assessor/Collector
2804 S. Business Hwy. 281
Edinburg, Texas 78539

Ref: Change Fund
Local Government Code Section 130.92

Dear Mr. Barrera:

We have reviewed your request and have approved the increase of $1,000.00 to the change fund for the Tax and Motor Vehicle Substation in Alamo, as you requested. The change fund will be distributed as stated on your letter dated March 1, 2010.

According to Local Government Code Section 130.902, "The Commissioners Court of a county may set aside from the general fund of the county an amount approved by the County Auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are made by the official. On the recommendation of the county auditor, the Commissioners Court may increase or decrease the change fund at any time."

Please submit this letter to Commissioners Court requesting the change fund for a total of $1,000.00. Once Commissioners Court approves the $1,000.00 change fund, request a check from the Hidalgo County Auditor's-Accounts Payable Division to be made payable to "Hidalgo County Tax Assessor/Collector".

You will be responsible for this change fund. The change fund should be accounted for on a daily basis and safeguarded under lock and key. Please be reminded that this change fund is not to serve as petty cash or comingled with personal funds.

If you have any questions, do not hesitate to call Yvonne Torres, Internal Auditor III, at 318-2511 ext. 4642, or Arcy B. Duran, MBA, Director of Audit, at ext. 4645.

Sincerely,

Ray Eufracio, CPA
County Auditor

Cc: Yolanda Villescas, Tax Collections Supervisor
Adolfo Hector Solis, Auto License Department Supervisor
Santos Castilleja III, Auto License Accountant
Valde Guerra, Executive Officer of Commissioners Court

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-20131 **13.B.**

Human Services - Confidentiality Agreement

CC REGULAR

Date:	03/12/2010
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Dairen Sarmiento
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Approval of County Indigent Health Care Program Confidentiality Agreement for the following Human Services Division staff:

Employee I.D.#
086347
026026

BACKGROUND

This agreement exists to ensure confidentiality, integrity and continuity of information resources. This agreement applies to all information accessed through TMHP.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Link: conf. agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	02/25/2010 01:09 PM	APRV
2	Manuel Chapa	Manuel Chapa	02/25/2010 01:24 PM	APRV
3	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Dairen Sarmiento — Started On: 02/25/2010 01:01 PM

Final Approval Date: 03/05/2010

County Indigent Health Care Program
Confidentiality Agreement

Staff Member's Name (Type or Print)	Title (Type or Print)
GLORIA URESTI	ELIGIBILITY SPECIALIST
County	**Telephone Number (Including Area Code)**
HIDALGO	956-388-6704

The following agreement exists to ensure confidentiality, integrity, and continuity of information resources. This agreement applies to all information accessed through the Automated Inquiry System (AIS) or Texas Medicaid & Healthcare Partnership (TMHP).

Please read the following agreement thoroughly. Complete, sign, and date this form. Keep a copy for your records. Return the original to the Texas Department of State Health Services, County Indigent Health Care Group Y- 990, PO Box 149347 Austin, TX 78714-9347.

I understand and agree that I may receive client-sensitive information from AIS/TMHP.

I understand and agree that I will use only AIS/TMHP to obtain the status of Medicaid eligibility dates in regards to the County Indigent Health Care Program.

I understand and agree that I will use only the assigned County Provider Identifier number to access AIS/TMHP.

I understand the importance of confidentiality and agree to keep any information received confidential.

I agree not to disclose any information to anyone or allow anyone to use this information.

I understand that I am responsible for my actions and the actions of any county staff member who may receive this information and who is under my direct control and supervision.

I understand and agree that in the event of an audit by Health and Human Services Commission (HHSC) and/or Texas Department of State Health Services (DSHS), the County will make available all documentation regarding Medicaid Reimbursement upon request.

I understand and agree that any questions concerning the appropriateness of the release of data will be processed according to DSHS policies and procedures for release of open records.

Gloria L. Uresti — Staff Member's Signature

2-24-10 — Date

County Judge Signature

Date

April 2008

086347

County Indigent Health Care Program
Confidentiality Agreement

Staff Member's Name (Type or Print)	Title (Type or Print)
Juan Jesus Moreno	Eligibility Worker
County	**Telephone Number (Including Area Code)**
Hidalgo	956-581-8596

The following agreement exists to ensure confidentiality, integrity, and continuity of information resources. This agreement applies to all information accessed through the Automated Inquiry System (AIS) or Texas Medicaid & Healthcare Partnership (TMHP).

Please read the following agreement thoroughly. Complete, sign, and date this form. Keep a copy for your records. Return the original to the Texas Department of State Health Services, County Indigent Health Care Group Y- 990, PO Box 149347 Austin, TX 78714-9347.

I understand and agree that I may receive client-sensitive information from AIS/TMHP.

I understand and agree that I will use only AIS/TMHP to obtain the status of Medicaid eligibility dates in regards to the County Indigent Health Care Program.

I understand and agree that I will use only the assigned County Provider Identifier number to access AIS/TMHP.

I understand the importance of confidentiality and agree to keep any information received confidential.

I agree not to disclose any information to anyone or allow anyone to use this information.

I understand that I am responsible for my actions and the actions of any county staff member who may receive this information and who is under my direct control and supervision.

I understand and agree that in the event of an audit by Health and Human Services Commission (HHSC) and/or Texas Department of State Health Services (DSHS), the County will make available all documentation regarding Medicaid Reimbursement upon request.

I understand and agree that any questions concerning the appropriateness of the release of data will be processed according to DSHS policies and procedures for release of open records.

Juan J Moreno — Staff Member's Signature

2/24/10 — Date

County Judge Signature

Date

April 2008

026026

AI-20172 **14.A.**

Delete Service

CC REGULAR

Date:	03/12/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

County Judge:
1. Authorization to delete cellular phone service for 956-351-7817 and data card service for 956-207-9640 through the County's membership/participation with CONTRACT: HGAC CW05-02 with awarded vendor SPRINT for the following:

Quantity:	Description:	Department:	Employee:	Number:
1	BlackBerry 7130e	County Judge	Sofia Hernandez	956-351-7817
1	Ovation U727	County Judge	Rigoberto Villarreal	956-207-9640

2. Approval of the attached application for cell phone service request under the county's newly adopted cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 10 **ACCT. #:** 0-1100-413-00-110-006-0-532

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: delete service forms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2010 08:11 AM	APRV
2	Roland Garcia	Rolando Garcia	03/04/2010 03:58 PM	APRV
3	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Griselda Salazar — Started On: 03/01/2010 02:57 PM

Final Approval Date: 03/05/2010

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service 956-351-7817

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Sofia Hernandez Employee ID#_____ Signature: [signature]

DEPARTMENT: County Judge DEPT #:_____

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account: D-1100-413-00-110-0006-0 -532

Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total:_____ **Requisition Number:**_____

(3) Elected Official/Department Head Authorization for Request:

[signature] | Rene A. Ramirez | 9-24-10
Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | _____ | _____
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees -or-
☐ SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☒ Delete Service 956-207-9640

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Rigoberto Villarreal Employee ID#_____ Signature: _____

DEPARTMENT: County Judge DEPT #:_____

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account: 0-1100413-00-110-0016-0 -532

Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total:_____ **Requisition Number:**_____

(3) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Mari Gutierrez	2-24-10

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees -or-

☐ SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised 1/21/2009

AI-20225 **14.B.**

Data Card Request

CC REGULAR

Date:	03/12/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Facilities Management:
1. Authorization to purchase through the County's membership/participation with CONTRACT: HGAC CW05-02 (REQUISITION # 171570) with awarded vendor SPRINT for the following service:

Quantity:	Description:	Plan Description:	Department:	Employee:	Number:
1	Ovation U727	Sprint Unlimited DataCard Plan @ $55.00 a month X 10 months = $550.00	Facilities Management	Seferino Garza	New Activation

2. Approval of the attached Wireless Device Request Form under the county's newly adopted cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-40-220-001-0-532

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available funds as of 03/04/10.

Attachments

Link: Wireless Request Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/04/2010 09:53 AM	APRV
2	Olga Garza	Olga Garza	03/04/2010 11:36 AM	APRV
3	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Griselda Salazar — Started On: 03/03/2010 04:35 PM

Final Approval Date: 03/05/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: _____

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee: SEFERINO GARZA Employee ID# 144584 Signature: Seferino Garza

DEPARTMENT: FACILITIES MANAGEMENT DEPT #: 220

Quantity: 1

Service: $ 55.00 /mo (x) 10 months = 550.00 Account: 0-1100-419-40-220-002-0- . .-532

Service: $ _____ /mo (x) ____ months = 0.00 Account: _____ -619/664

Requisition Total: 550.00 **Requisition Number:** 171570

(3) Elected Official/Department Head Authorization for Request:

Richard M. Sunday | Richard M. Sunday | 3/2/10

Signature | Print Name | Date

(4) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Valde Guerra | 3/3/10

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **SPRINT UNLIMITED DATACARD PLAN** -or-

☐ **SPRINT BE1000 + DATAPLAN**

☐ **OTHER:** _____

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 01/21/2010

AI-20249 **15.A.**

Fuel Reimbursement

CC REGULAR

Date:	03/12/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Pursuant to fuel policy, requesting approval to reimburse Jose N. Pena for the purchase of fuel for the County issued Right of Way Dept vehicle in the amount of $59.41 with authority for County Treasurer to issue payment/check after Auditors processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-260-001-0-626

FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available funds as of 03/05/10.

Attachments

Link: Fuel Reimbursement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/04/2010 05:09 PM	APRV
2	Olga Garza	Olga Garza	03/05/2010 10:33 AM	APRV
3	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Sandra Garcia — Started On: 03/04/2010 04:38 PM

Final Approval Date: 03/05/2010



GAS GRADE: UNLEADED
GAS GALLONS SOLD 28.584 28.584
PRICE PER UNIT: 2.069
4 176 Gasoline 59.41
********** Sale Subtotal ********** 59.41
Account No.:**********8138
Appr No.:306560
Ref No.:630495
59.41
*** MASTRCRD EPS 59.41

ITEMS PURCHASED: 1



Mileage 16,257

H-EB Food-Drugs #0334
3601 Pecan
McAllen, TX 78501
Phone: (956) 971-3831
Pharmacy: (956) 971-3131
Fax: (956) 630-1056
Store Hours: 6 a.m. to 11 p.m.

Your Cashier:GAS STATION

312617 03-03-10 3:16P 176/45/00334

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Memorandum

From: Raymundo Eufracio, CPA,
Hidalgo County Auditor

From: Jose N. Pena, Right of Way Director

Date: March 4, 2010

Re: Request for Reimbursement

On March 3, 2010, while conducting official County business, Jose N. Pena, Right of Way Director stopped at the HEB Fuel Station to obtain fuel using his County assigned fleet card. While at the pump, he swiped the card and it did not work, therefore the attendant offered to assist and turned on pump not realizing the card had not been accepted. He was then advised of the mistake and was opted with paying for it from his personal account. Therefore he is requesting reimbursement in the amount of $59.41.

Please process as soon as possible out of account no. 0-1200-431-00-260-001-0- 6216.

Thank you in advance for your prompt attention to this matter. Should you have any questions or comments, please feel free to contact our office at 956-283-8134.

HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Jose N. Pena, do hereby state that the item(s) listed on the invoice(s)
Purchaser's Name
named below were purchased for the exclusive use of Hidalgo County:

ODOMETER	DATE	AMOUNT	NAME OF COMPANY
16257	3/3/10	59.41	HEB Gas Station 3601 Pecan Blvd McAllen, Tx

TOTAL $ 59.41

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: _____
TITLE: ROW Director
(PERSON MAKING PURCHASE)

ACKNOWLEDEMENT

Before me Sandra Garcia, a Notary Public, appeared Jose N. Pena and on his oath deposed and stated that the foregoing facts as set forth in the above request for reimburement are true and correct in every respect. He further stated he requested payment of the same.

(SEAL) SANDRA GARCIA NOTARY PUBLIC STATE OF TEXAS EXPIRES 05-30-2012

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
APPROVAL: DEPARTMENT HEAD

_____
APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: MCJR-CA-004
REVISED: 04/19/2006

AI-20269 **15.B.**

Additional Right of Way - Eldora Road

CC REGULAR

Date:	03/12/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for surveys, metes & bounds, title reports, appraisals, review appraisal, and acquisition of additional right of way for Eldora Road west of Cesar Chavez Road.

BACKGROUND

Fiscal Impact

Attachments

Link: Eldora Road

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/05/2010 04:13 PM	APRV
2	Olga Garza	Olga Garza	03/05/2010 04:35 PM	APRV
3	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Sandra Garcia — Started On: 03/05/2010 03:57 PM

Final Approval Date: 03/05/2010

SAN JOSE ST. SAN JOSE ST.

SAN JUANITA ST. SAN JUANITA ST.

RETAMA ST.

N JUANITA DR

EXIST. 100.00' ROW

LILLY DRIVE

NAYA DRIVE

MEN STREET

NA STREET

TREET

RA PH 2

GLE STREET

ELDORA ROAD

8.32

EXISTING 40.00 ROW

PROP. 10.38 PAVING BY PSJA ISD

23.83

PROP. 20.00

EXIST. 20.00

EXIST. 22.31 PAVEMENT

PROP. 80.00 ROW AS PER MPO MAP

PROP. PSJA ELEMENTARY SCHOOL

PHARR-SAN JUAN-ALAMO ISD

43

1

CUELLAR, ARTURO JR

217.50'

404.80'

-14

-15

PROP. 20.00

SALAZAR, MONICA J & ARIANA L

264.00'

-03

GARZA, AURELIO & GUADALUPE

352.00'

PROP. 25'x25' CORNER CLIP

EXISTING 40.00 ROW

ELDORA ROAD

PROP. 20.00

41.00 B-B PROPOSED BY HIDALGO COUNTY PCT 2

PROP. 80.00 ROW AS PER MPO MAP

PROP. 25'x25' CORNER CLIP

CESAR CHAVEZ RD.

330.00'

MEDINA, ENRIQUE JR & HORTENCIA

MEDINA, RAUL

GARCIA, BASILIO & MARINA S

528.00'

132.00'

660.00'

115.00'

165.00'

236.00'

A1800-00-043-0012-13

A1800-00-043-0012-02

A1800-00-043-0012-03

132.00'

A1800-00-043-0012-08

99.00'

429.00'

80.00

40.00

40.00

19.50

41.00 B-B

19.50

12.00

14.00

12.00

TRAVEL LANE

TURN LANE CONTINUOUS

TRAVEL LANE

EXIST. RIGHT-OF-WAY

EXIST. RIGHT-OF-WAY

N.G.

2% SLOPE

2% SLOPE

N.G.

PROPOSED EL DORA ROAD
CROSS SECTION

660.00'

660.00

ALVAREZ, CONCEPCION & JESUS N

RODRIGUEZ, GUADALUPE JR & MARI A

RODRIGUEZ, ALMA I & CONSUELO BAZALDUA

RODRIGUEZ, JAVIER A & IRMA

RODRIGUEZ, JAVIER A & IRMA

CLARK, MELVIN G

165.00'

165.00'

99.00'

66.00'

66.00'

99.00'

LEGEND

EXIST. PAVEMENT

PROP. PAVEMENT BY HIDALGO COUNTY PCT 2

PROP. PAVEMENT BY PSJA ISD

PROP. ROW AS PER MPO MAP

HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

PRECINCT 2
DRAINAGE PROJECT

ELDORA RD ROW INFORMATION MAP

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PRELIMINARY REVIEW AND COMMENTS UNDER THE AUTHORITY OF RAUL E. SESIN P.E. 86374 ON 02/25/10 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, AND/OR PERMIT PURPOSES.

SCALE:	1"=200'
DRAWN BY:	CP
CHECKED BY:	RAUL E. SESIN
SURVEYED BY:	
SHEET:	1 OF 1

AI-20271 **15.C.**

Additional Right of Way - El Gato Road

CC REGULAR

Date:	03/12/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for surveys, metes & bounds, title reports, appraisals, review appraisal, and acquisition of additional right of way for El Gato Road between Alamo and Tower Road

BACKGROUND

Fiscal Impact

Attachments

Link: El Gato Road

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/05/2010 04:24 PM	APRV
2	Olga Garza	Olga Garza	03/05/2010 04:35 PM	APRV
3	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Sandra Garcia — Started On: 03/05/2010 04:19 PM

Final Approval Date: 03/05/2010


Cil Naranja
Loma Ave
S 7th St
Amanda Ct
Sabal
Colorado St
El Gato Rd
Brazos Rd
Nueces St
Trinity St
Gold St
Ande s Dr
Puma Dr
Jaguar Dr
Loma Linda St
Alta Vista St
Ridge Dr
Jon Dr
San Antonio Cir
San Angelo St
Lee Dr
Carlos Dr
San Diego St
Alamo Rd
Rancho Blanco Rd
Tower Rd
Image City of McAllen
© 2010 INEGI
© 2010 Google
Google
26°09'18.67" N 98°07'18.25" W
Oct 15, 2007
Eye alt 5621 ft

AI-20270 **15.D.**

Earnest Money Contract - Leocadia Trevino

CC REGULAR

Date:	03/12/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for approval to reiterate the execution of the Earnest Money Contract for Leocadia Trevino as previously approved by Commissioners Court on March 2, 2010.

BACKGROUND

Fiscal Impact

Attachments

Link: Leocadia Trevino

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/05/2010 04:23 PM	APRV
2	Olga Garza	Olga Garza	03/05/2010 04:32 PM	APRV
3	Auditor's Office		03/05/2010 04:36 PM	NEW
Form Started By: Sandra Garcia			Started On: 03/05/2010 04:07 PM	
Final Approval Date: 03/05/2010				

EARNEST MONEY CONTRACT

Seller:	Leocadia Trevino
Purchaser:	County of Hidalgo, Texas
Escrow Agent:	Valley Land Title Company 612 Nolana, Suite 570 McAllen, Texas 78504
Title Company:	Valley Land Title Company 612 Nolana, Suite 570 McAllen, Texas 78504

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I
THE PROPERTY

The property is that certain tract of real property located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A", attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way, if any.

ARTICLE II
PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of SIXTY THOUSAND AND NO/100THS DOLLARS ($60,000.00), payable in cash at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent the sum of $0.00 as Earnest Money to bind this sale. The Earnest Money shall be deposited by the Escrow Agent in an interest bearing account until the date of Closing, at which time it and the interest earned thereon shall be returned to Purchaser provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

2.3 Termination Option. For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser's agreement to pay Seller $0.00 (Option Fee) within thirty (30) days after the effective date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice of termination to Seller within Sixty (60) days after the Effective Date of the Feasibility Study as contained in Article VI of this contract such effective date being the same date of Sellers written notice as required in Article VI of this contract. If Purchaser gives notice of termination within the time

prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Purchaser. The Option will be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser as follows, with respect to the Property:

A. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened against Seller or the Property.

B. Seller has paid all local taxes that have been assessed against Seller or the Property.

C. Seller has disclosed to Purchaser all known environmental conditions affecting the Property.

D. Seller will permit the Purchaser and its environmental consultants to enter upon the Property during normal business hours to conduct environmental study(s) and assessments to determine the environmental condition of the Property.

E. Seller will permit Purchaser and its environmental consultant(s) to have access to books and records of the Seller, if any, relating to the environmental condition of the Property.

F. There are no actions, suits, claims, assessments, or proceedings pending or, to the knowledge of Seller, threatened that could materially adversely affect the ownership, operation, or maintenance of the Property or Seller's ability to perform hereunder.

G. There are no leases or other agreements in effect relating to the surface estate of the real property described on Exhibit "A" attached hereto.

H. Seller shall immediately notify Purchaser of any material change in respect of the Property or any information heretofore or hereafter furnished to Purchaser in respect of the Property.

3.2 This Contract is contingent upon and subject to the conditions that, as of the date of Closing there shall not have been any material error, variance or misstatement in the representations or material breach in the warranties made by Seller in this Contract. If, prior to Closing, Purchaser discovers that one or more of the representations of Seller herein are materially untrue or inaccurate, or if any part or all of the Property fails to pass any inspection of any governmental entity, Purchaser shall have the option of (i) terminating this Contract and receiving the Earnest Money, or (ii) waiving all or a part of the

conditions in writing and closing the sales transaction in accordance with the terms and provisions of this Contract.

3.3 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

ARTICLE IV
TITLE

4.1 Within ten (10) days from the date of this Contract, Purchaser shall, at Purchaser's sole expense, obtain a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner Policy of Title Insurance guaranteeing Purchaser's title to the Property to be good and indefeasible.

4.2 At the same time that Purchaser obtains the Title Binder, Purchaser shall also obtain true copies of all recorded instruments referred to in the Title Binder as conditions or exceptions to title to the Property.

4.3 All costs associated with this Article shall be borne by Purchaser.

ARTICLE V
SURVEY

Within thirty (30) days from the Effective Date, PURCHASER, at its sole cost and expense, shall obtain and deliver one (1) copy to OWNER and one (1) copy to the Title Company of a current minimum standard detail requirements for land title surveys (the "Survey") prepared by a registered public surveyor licensed in the State of Texas and approved by PURCHASER showing the Property, together with a corresponding metes and bounds field-notes description of the Property in Exhibit "A". The Survey and description shall be prepared in a form acceptable to PURCHASER and to permit the Title Company to delete the standard survey exception. The Survey shall include the plotting and permanent location of easements, rights-of-way, encroachments, improvements, fences, building set-back lines and other matters located on the ground. The Survey shall fix, locate, stake, and permanently monument all exterior boundary lines and corners of the Property. The surveyor shall additionally calculate and indicate on the Survey the square footage, expressed to five significant figures, and the square feet of land contained within the boundaries of the Property and the square feet within any easement, right-of-way, or encroachment, each expressed to five significant figures. The surveyor shall additionally calculate and indicate on the Survey the acreage and square feet of land within the boundaries of the Property, if any, that lie within the 100-year flood plan (as defined in 44 Code of Federal Regulations, '59.1), or flood hazard zone or fault zone

(herein collectively referred to as "Hazard Zone"). The Survey shall contain a certification signed by the surveyor, in form acceptable to the Title Company and PURCHASER.

If the Survey shows any matters that are objectionable to PURCHASER, PURCHASER shall so notify OWNER within five (5) days from the date of PURCHASER'S receipt of the Survey. Upon the expiration of said (5) day period, PURCHASER shall be deemed to have accepted all matters disclosed on the Survey (except for any matters to which notice under the preceding sentence has been given to OWNER) and such matters may be shown as Permitted Exceptions on the owner policy of title insurance required of Owner under this Option. OWNER shall, within fifteen (15) days of receipt of said notice of objections, have the option, in its sole discretion, of either (i) terminating this Contract, in which event all payments received by Owner hereunder shall be returned to PURCHASER and neither party shall have any further obligations to the other or (ii) clearing the objections so specified.

5.1 Purchaser shall have a period of five (5) business days following the date of receipt by Purchaser of the Survey described in Article 5 hereof to give Seller written notice of any title exceptions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall use Seller's best efforts to cure such objections, but shall not be obligated to institute litigation for such purpose. If Purchaser gives notice of title objections and Seller does not cure the objections within five (5) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances.

5.2 All title exceptions not objected to or objected to and later waived shall be deemed to be Permitted Encumbrances.

ARTICLE VI
FEASIBILITY STUDY

So long as this Contract is in effect and Purchaser is not in default hereunder, Purchaser shall have thirty (30) days following the date of this Contract for Purchaser or its representatives to enter upon the Property for the purpose of inspecting the Property and any improvements thereon and conducting engineering studies (e.g., platting, utility cost and availability, sewer, drainage and road and street improvements), improvements inspections, architectural drawings regarding placement of improvements on the Property, environmental studies, of the Property and any improvements thereon, soil and subsoil tests, including the drilling of test holes and examining permits, legal requirements for operation of the Property, reviewing reasonable restrictions on the Property by Seller in order to determine the suitability of the Property for Purchaser's use, and such other tests or studies that Purchaser deems advisable. If any such test, study inspection, information or architectural drawing, in Purchaser's sole opinion, shall reveal that the Property is

unsuitable or undesirable for Purchaser's use, then Purchaser may terminate this Contract without further liability, in which event Purchaser shall receive back the Earnest Money. However, Purchaser shall not permit any liens to attach to the Property by reason of the exercise of this right of inspection or study, nor shall Purchaser interfere with the rights of any party then in possession of the Property. All entry on the land prior to closing shall be at Purchaser's risk.

ARTICLE VII
CLOSING

7.1 Closing shall be held within five (5) days following the date of the expiration of the last of the conditions set forth in this Contract at a place in McAllen, Texas at the time as may be agreed upon by the parties.

7.2 At the Closing Seller shall deliver to Purchaser the following:

A. A Special Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Section 5.2, above.

B. Tax Certificates from all taxing authorities showing no delinquent taxes against the Property.

C. Possession of the Property.

7.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price. Purchaser may, at Purchaser's expense, purchase an Owner's Policy of Title Insurance issued by the Title Company in the amount of the purchase price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances. The standard survey exception shall be deleted except as to shortages in area.

ARTICLE VIII
ADJUSTMENTS AND EXPENSES

8.1 Real estate taxes for the year of Closing are to be adjusted and prorated as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Purchaser shall pay any and all rollback taxes resulting from a change of use by Purchaser following date of Closing. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in assessments for periods prior to closing, the assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

8.2 Purchaser shall pay costs of recording instruments presented by the Seller, the survey and its own attorney's fees. The cost of the Owner Policy of Title Insurance, tax certificates, and all other expenses of Closing shall be paid by Purchaser, except Seller's attorneys' fees and correction matters, if any.

ARTICLE IX
DEFAULT

If Purchaser fails to comply with the obligations as set out in this Agreement, Seller may terminate this Contract and receive the Earnest Money as liquidated damages. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract or enforce specific performance.

ARTICLE X
ATTORNEY'S FEES

Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Contract or transaction, shall be additionally entitled to recover Court costs and reasonable attorneys' fees from the non-prevailing party.

ARTICLE XI
CONDEMNATION AND CASUALTY LOSS

11.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

11.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

11.3 Casualty Loss. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Purchaser may (a) terminate this contract and the earnest money will be refunded to Purchaser (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of

insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

ARTICLE XII
LIENS AND TAXES

12.1 The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing. Purchaser, if request is made within a reasonable time prior to the date of Closing, agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

12.2 Unpaid federal or state inheritance tax which is a lien against the Property shall be no objection to title, provided Seller at Closing agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

ARTICLE XIII
ASSIGNMENT

13.1 This Contract may not be assigned by Purchaser without Seller's prior written consent.

ARTICLE XIV
SURVIVAL

14.1 Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XV
MISCELLANEOUS

15.1 Time shall be of the essence of this Contract.

15.2 This Contract and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

15.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

15.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

15.5 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

15.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

15.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

15.8 Seller agrees to indemnify and hold harmless Purchaser from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the sale of the Property.

15.9 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of ten (10) days from the receipt of such notice to cure the default.

15.10 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

15.11 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should

been theretofore specified by written notice delivered in accordance herewith:

If to County:	Hidalgo County, Texas Attention: County Judge P.O. Box 758 Edinburg, Texas 78540-0758
If to Seller:	Leocadia Trevino 16304 N. Shore Dr. Channelview, Texas 77530-4436

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

The date of this Contract is the_____ day of_____ , 2010 (the "Effective Date").

[SIGNATURE PAGE FOLLOWS]

SELLER:

LEOCADIA TREVINO

PURCHASER:

COUNTY OF HIDALGO, TEXAS

By: Rene Ramirez,
Hidalgo County Judge

ATTEST:

Arturo Guajardo, Hidalgo County Clerk

Receipt of a fully executed Contract is hereby acknowledged this ____ day of _____, 2010 at _____, _____.M.

ESCROW AGENT:

VALLEY LAND TITLE COMPANY

By:_____

Please Sign Here

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

PURCHASER'S ATTORNEY:
Atlas & Hall, L.L.P.
Attn: Stephen L. Crain
818 Pecan
McAllen, Texas 78501
(956) 682-5501 Telephone
(956) 686-6109 Facsimile

SELLER'S ATTORNEY:

EXHIBIT A

All of Lot 6, SALIDA DEL SOL ESTATES SUBDIVISION, an Addition to the City of La Joya, Hidalgo County, Texas, according to the map recorded in Volume 32, Page 81, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

AI-20190 **16.A.**

Park equipment purchase - Pct. #2

CC REGULAR

Date:	03/12/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program, on behalf of Precinct No. 2, is requesting authority to purchase soccer field equipment for the South Tower Park through Hidalgo County's membership with BuyBoard, and approved vendor BSN Sports (Contract #261-07) in the amount of $1,747.47 (quote attached hereto). This project will utilize Precinct #2 UCP Year 22 (2009) Parks and Recreational Facility funds.

BACKGROUND

The equipment for the South Tower Park will be purchased to provide sports and athletic activities to the children and residents of the area.
The purchase includes: two (2) 6 X 8 goals, two (2) 4 X 8 goals, one (1) measuring wheel, one (1) soccer flag with socket set, one (1) all steel dry line marker, one (1) hand held nylon string winder, fifteen (15) world class soccer balls (sizes: three, four, and five), six (6) mesh bags, and thirty-six (36) economy cones through Hidalgo County's membership with BuyBoard, and approved vendor BSN Sports (Contract #261-07) in the amount of $1,747.47 (quote attached hereto) to include equipment, customer assistance, delivery, co-op fees and accessories. Delivery is expected within 3 to 6 weeks.

Vendor:	BSN Sports
Purchase Amount:	$1,747.47
Funds Available:	$58,535.00 Year 22 (2009) Parks, Recreational Facilities

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County Year 22 (2009) Precinct #2 Parks and Recreational Facility funds will be utilized for the purchase of soccer field equipment.

Attachments

Link: Proposal

Link: Email

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/03/2010 10:25 AM	APRV
2	Roland Garcia	Rolando Garcia	03/03/2010 11:03 AM	APRV
3	Perla Lopez	Perla Lopez	03/04/2010 04:19 PM	APRV
4	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Estella Webber

Started On: 03/02/2010 02:49 PM

Final Approval Date: 03/05/2010

BSN SPORTS
COLLEGIATE PACIFIC

P.O. Box 7726
Dallas, TX 75209
TEL: 1-800-527-7510
FAX: 1-800-899-0149

Sold To: HIDALGO COUNTY
100 N Closner Blvd
EDINBURG TX 78539-3523

Quotation

Document Number : 20279145
P.O. Number : Candace
Doc. Creation Date : 02/22/2010
Customer Number : 2302666
Sales Rep : JOHN STAFFORD

This is NOT a Bill - DO NOT PAY.

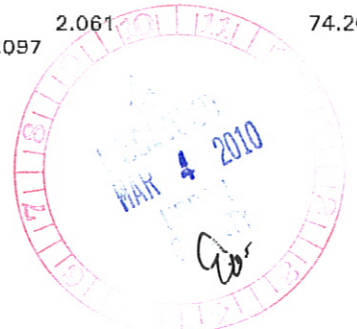
Ship To: HIDALGO COUNTY
100 N Closner Blvd
EDINBURG TX 78539-3523

Payer: HIDALGO COUNTY
100 N Closner Blvd
EDINBURG TX 78539-3523

Check your quote at **www.bsnsports.com/?&zip=78539-3523&ProgramID=20279145**

We deliver according to the following terms and conditions:
Terms of payment: Net 30

Item	Material Description	Delivery Dt(s)	SKU Del Qty	Order Qty	Unit Price Program ID	Extended Price
10	1149982 FUNNET - 6' X 8'	02/25/2010	1149982	2 EA	152.990 Bid 32097	305.98
20	1262858 FOLD FAST 4 X 8 SOCCER GOAL	03/15/2010	1262858	2 EA	179.990 Bid 32097	359.98
30	MSTRKMWL ROLATAPE MEASURING WHEEL #415	02/25/2010	MSTRKMWL	1 EA	184.490 Bid 32097	184.49
40	MKSVP256 Soccer Flag/Socket Set 2	02/25/2010	MKSVP256	1 SET	323.990 Bid 32097	323.99
50	BBDLM654 DRY LINE MARKER 65 LB 4 WHEEL	02/25/2010	BBDLM654	1 EA	206.990 Bid 32097	206.99
60	1265804 STRING WINDER	02/25/2010	1265804	1 EA	17.990 Bid 32097	17.99
70	1235562 MacGregor World Class Size 3	02/25/2010	1235562	5 EA	14.840 Bid 32097	74.20
80	1235579 MacGregor World Class Size 4	02/25/2010	1235579	5 EA	14.840 Bid 32097	74.20
90	1235586 MacGregor World Class Size 5	02/25/2010	1235586	5 EA	14.840 Bid 32097	74.20
100	SNBCNETW MESH BALL NET - WHITE 24" X 36"	02/25/2010	SNBCNETW	6 EA	8.542 Bid 32097	51.25
110	MSCONE9XY SOCCER CONE 9"	02/25/2010	MSCONE9XY	36 EA	2.061 Bid 32097	74.20



Customer Number 100218 Document Number 20279145 Document Creation Date 02/22/2010

MDSE Total	$	1,747.47
Shipping & Handling	$	0.00
Sales Tax	$	0.00
Final Amount	$	1,747.47

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: Buy Board **Person Contacted:** John Stafford

Purchase #1 **Vendor Name:** BSN Sports **Contract No. :** 261-07 **Phone:** 1-800-527-7510 ext 7315

Quantity	Description of Items	Price per Unit	Total Amount
2	Fun net Goal 6 x 8 Item #1149982	$152.99	$305.98
2	Fold Fast 4 x 8 Soccer Goal Item #1262858	$179.99	$359.98
1	Measuring Wheel FT/IN 100,000 ft. Item #MSTRKMWL	$184.49	$184.49
1	Soccer Flag & Socket Set (25 Ground Sockets w/ Plugs, 4 Corner flags, 2 Midfield flags w/ springs) Item #MKSVP256	$323.99	$323.99
1	All Steel Dry Line Marker 65lb Item #BBDLM654	$206.99	$206.99
1	Hand Held String Winder 450' Nylon Tape Item #1265804	$17.99	$17.99
5	World Class Soccer Ball Size 3 Item #1235562	$14.84	$74.20
5	World Class Soccer Ball Size 4 Item #1235579	$14.84	$74.20
5	World Class Soccer Ball Size 5 Item #1235586	$14.84	$74.20
6	Mesh Bag White 24" x 36" Item #SNBCNETW	$8.542	$51.25
36	9" Economy Cones Item #MSCONE9XY	$2.061	$74.20

TOTAL:	$1,747.47

Recommendation:

Requested by: Date 3-4-10 **UCP Approval:** Date 3/4/10

Candace Armenta

From: John Stafford [JStafford@SportSupplyGroup.com]
Sent: Friday, February 26, 2010 11:26 AM
To: cjarmenta@bizrgv.rr.com
Subject: FW: Candace Armenta - Hidalgo County - Price Proposal Form



PRICE PROPOSALS
Soccer Field E...

Candace,

Yes, the price of $1,747.47 is your grand total. There are no other charges for shipping, handling, tax etc...

Thank you.

John Stafford
Bid Specialist
Sport Supply Group DBA: BSN Sports
jstafford@sportsupplygroup.com
PH: 1 800 527 7510 Ext 7315
Fax:1 800 365 7653

-----Original Message-----
From: Candace Armenta [mailto:cjarmenta@bizrgv.rr.com]
Sent: Friday, February 26, 2010 11:15 AM
To: John Stafford
Subject: Candace Armenta - Hidalgo County - Price Proposal Form

John,

I would like to verify that the total price of $1,747.47 listed on the Price
Proposal Form is going to be the final price with taxes and shipping and handling costs included. Please let me know what the final price will be.
Thanks!

-----Original Message-----
From: John Stafford [mailto:JStafford@SportSupplyGroup.com]
Sent: Monday, February 22, 2010 12:32 PM
To: cjarmenta@bizrgv.rr.com
Subject: FW: Candace Armenta - Hidalgo County - Price Proposal Form

Candace,

Yes the contract # is accurate and the discount applies to all the products on the form.
However some of the catalog prices have gone up and you didn't apply your discount so I went ahead and entered the correct prices with your

discount on the Word document above.

Any questions let me know. I'll be back from lunch around 1:30pm.

Thanks

John Stafford
Bid Specialist
Sport Supply Group DBA: BSN Sports
jstafford@sportsupplygroup.com
PH: 1 800 527 7510 Ext 7315
Fax:1 800 365 7653

-----Original Message-----
From: Candace Armenta [mailto:cjarmenta@bizrgv.rr.com]
Sent: Monday, February 22, 2010 11:53 AM
To: John Stafford
Subject: RE: Candace Armenta - Hidalgo County - Price Proposal Form

John,

Here is the price proposal we have. Please verify that the contract number
listed on the document is accurate and applies to all the products on the
form. If there is something that is not covered under a contract, please let
me know.

Thanks!
Candace J Armenta
Program Coordinator
Urban County Program
1916 Tesoro Boulevard
Pharr Texas 78577
956.787.8127 Phone
956.787.5291 Fax

AI-20250 **16.B.**

Terminate Lease Agreement with Dahill Ind.

CC REGULAR

Date:	03/12/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting authority to terminate Hidalgo County's 60-month lease for one color digital copier through Dahill Industries/GE Commercial Finance an awarded vendor through TASB Buyboard contract 231-05 in the amount of $426.00/month and a maintenance agreement of $530.00/month for two copiers.

BACKGROUND

The Copier/Printer is constantly breaking down leaving the Department staff without ability to print. Consequently, creating work stoppages for hours at a time. All efforts to resolve the problem with Dahill Industries have been exhausted.

Fiscal Impact

Attachments

Link: Agreements

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/05/2010 08:38 AM	APRV
2	Perla Lopez	Perla Lopez	03/05/2010 10:49 AM	APRV
3	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Hilda Bazan — Started On: 03/04/2010 05:36 PM

Final Approval Date: 03/05/2010

DAHILL INDUSTRIES

Connecting Customers To Total Solutions

Maintenance Agreement

Austin	512-836-2100
Bryan	979-774-2200
Corpus Christi	361-289-0900
Dallas	817-329-1017
Harlingen	956-425-3010
Houston	713-329-9909
Laredo	956-724-8188
San Antonio	210-805-8200

Shaded areas for In-House use only

Order Date:	Effective Date:	Customer No:	Lease No:	PO No.
07/10/07	07/10/07			

Service Location:	**Bill To:**
Name: HIDALGO CO. URBAN PROGRAM	Name: HIDALGO COUNTY URBAN PROGRAM
Address: 1916 TESORO BLVD. Suite/Bldg.	Address: 1916 TESORO BLVD. Suite/Bldg.
City/State/Zip: PHARR, TX. 78577 County: HIDALGO	City/State/Zip: PHARR, TX. 78577 County: HIDAGO
Contact: HILDA BAZAN / TONY BARCO Phone: 956 787 8127	Contact: HILDA BAZAN Phone: 956 787 8127
Hours of Operation: M-F 8-5 Fax #	Email Address: Term of Agreement: 60 MO.

Model	Serial No.	Equip ID	Start Meter
SHARP MX-4501N			
SAVIN V9950			

COPY

Special Instructions: 2 COMBO AGREEMENT FOR BOTH COPIERS.

Price	Copies/Scans	Additional Copies/Scans Price		
$ 530** per: * MONTH	Includes: B&W 25,000 per: * COLOR 4,000 60 MONTH	From: 25,001 To: + UP Cost: .01 B&W		
		From: 4001 To: UP Cost: .07 COLOR		
		From: To: Cost:		

**monthly unless otherwise noted.*

Maintenance Includes:		Electrical Requirements:
☑ Drum ☑ Developer	☑ Fax Option	☐ Sole Use Circuit
☑ Color Supplies	☑ Print Controller	☐ Dedicated Line
☑ Black Toner	☒ Parts, Labor & Travel	☐ Special:

Terms Due upon receipt, upon credit approval of this order. This agreement, upon acceptance by Dahill Industries supersedes any other written or oral communications between the parties. Dahill Industries is specifically not bound by any oral or written agreements which do not appear herein or attached. By signing below, you accept the terms and conditions of the contract.

Customer Signature	Date	Credit Approval	
Title: Director		Account Manager: Francisco Medina	Date: 07/10/06
Dahill Industries Acceptance		Title	Date

JUL 11 2006

Rev 4/27/06

GE Commercial Finance

PA# 14204

Lease Purchase Agreement

SLG Tax-Exempt Pricing

Agreement# _____

EQUIPMENT

Equipment Model & Description	Serial Number	Accessories
SHARP MX-450N COLOR IMAGER		FAX, PRINT, SCAN

○ See attached schedule for additional Equipment / Accessories

Equipment Location (if different from Billing Address) _____

SUPPLIER

DAHILL INDUSTRIES
Name

2635 S. 77 SUNSHINE STRIP
Address

HARLINGEN TX 78550
City State Zip

PURCHASE OPTION AT END OF TERM

⊗ $1.00

TRANSACTION TERMS

Lease Payment $ 426.00 (plus applicable taxes) Term 60 months

Billing Period (monthly if not checked)

○ Monthly ○ Quarterly ○ Semi-Annually ○ Annually

The following additional payments are due on the date this Agreement is signed by you:

SECURITY DEPOSIT $ Ø

ADVANCE PAYMENT **$ Ø (plus applicable taxes) **Applied to: ○ first ○ last

DOCUMENT FEE $75.00

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

EXCEPT AS PROVIDED IN SECTION 3, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH THE LESSEE IS LOCATED.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGE 2 OF THIS AGREEMENT, AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

COPY

LESSOR ("We", "Us")

_____

By: _____

Name: _____

Title: _____

Date: _____

LESSEE ("You")

URBAN COUNTY PROGRAM HIDALGO
Full Legal Name

1916 TESORO BLVD.
Billing Address

PHARR TX. 78577
City State Zip

Contact Name 956 787 8127 Phone E-mail Address

By: X Diana R. Serna
Signature of Authorized Signer

Name: DIANA R. SERNA
Please Print

Title: DIRECTOR

Date: 7-24-06 Date of Signature Fed Tax ID 742512905

For Supplier Use Only

Documentation Checklist:

- ☐ Invoice
- ☐ Purchase Order
- ☐ Tax Exemption Certificate
- ☐ Other _____
- ☐ Certificate of Insurance
- ☐ Amortization Table
- ☐ IRS Tax Form 8038GC

JUL 14 20

GW

Global 16628(9) 05/05

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1. COMMENCEMENT OF LEASE. Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. SECURITY DEPOSIT. The Security Deposit will be held by us, without interest, and may be commingled (unless otherwise required by law), until all obligations under this Lease are satisfied, and may be applied at our option against amounts due under this Lease. The Security Deposit will be returned to you upon termination of the Lease, provided you are not in default, or applied to the last Lease Payment or to the amount we may quote for any purchase or upgrade of the Equipment.

3. LEASE PAYMENTS. You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. Lease Payments are due whether or not you are invoiced. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer/supplier.

NON-APPROPRIATION OF FUNDS. You intend to remit to us all Lease Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Lease Payments and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 12 of this Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate this Lease because of a non-appropriation of funds, you may not purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Lease. This Section 3 shall not permit you to terminate this Lease in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

4. LEASE CHARGES. You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses (including reasonable attorneys' fees and court costs) incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease. You agree to file all required property tax returns and promptly pay all property taxes which may be assessed against the Equipment. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of $25.00 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

5. LATE CHARGES. For any payment which is not received within five days of its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or $22.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

6. OWNERSHIP, USE, MAINTENANCE AND REPAIR. You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment and we reserve a security interest in the Equipment to secure all of your obligations under this Lease. You hereby assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We hereby assign to you all our rights under any manufacturer or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on the front of this Lease without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) USE THE EQUIPMENT IN THE MANNER FOR WHICH IT WAS INTENDED; (c) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (e) give us reasonable access to inspect the Equipment and its maintenance and other records.

7. INDEMNITY. You are responsible for all losses, damage, claims, infringement claims, injuries and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease, for acts or omissions which occurred during the Term of this Lease.

8. LOSS OR DAMAGE. If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Lease Payments and Lease Charges and (ii) the present value of all remaining Lease Payments and Lease Charges for the item, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher). We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable.

9. INSURANCE. You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming you and us as loss payees as our interests may appear; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than $300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to Lessor, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us.

10. DEFAULT. You will be in default under this Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you under any bankruptcy or insolvency law; or (c) you default under any other agreement with us.

11. REMEDIES. If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges, and (ii) the present value of all remaining Lease Payments and Lease Charges due and payable for the current fiscal period, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 12, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

12. END OF TERM OPTIONS; RETURN OF EQUIPMENT. If you are not in default, we will release any security interest which we may have in the Equipment at the end of the Term. If you are in default (or a non-appropriation of funds occurs), you shall return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications, and pay an inspection, restocking and handling fee of $100, not to exceed the maximum permitted by law, as reasonable compensation for our costs in processing returned equipment. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

13. ASSIGNMENT. You may not assign or dispose of any rights or obligations under this Lease or sub-lease the Equipment, without our prior written consent. We may, without notifying you, (a) assign this Lease or our interest in the Equipment; and (b) release information we have about you and this Lease to the manufacturer, supplier or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

14. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing to your (or our) address. You represent that: (a) you are the entity indicated in this Lease; (b) any documents required to be delivered in connection with this Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments under this Lease constitutes a current expense and not a debt under applicable state law; (h) this Lease is binding on you and your successors and assigns; (i) all financial information you have provided is true and a reasonable representation of your financial condition; (j) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Internal Revenue Code of 1986 as amended (the "Code"); (k) you shall maintain a complete and accurate account of all assignments of this Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (l) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns. You authorize us or our agent to file UCC financing statements. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

15. TIME PRICE. You understand that the Equipment may be purchased for cash (the "Equipment Cost") or it may be purchased pursuant to this Lease for a Time Price equal to the Lease Payment times the number of Lease Payments, plus the Document Fee, all as set forth on Page 1 of this Lease, plus $1, and by executing this Lease you have chosen to purchase the Equipment for that Time Price.

16. LEASE RATE FACTOR. Each Lease Payment includes a part of our investment in the Equipment Cost and a return on our investment in this Lease. The total return on our investment (the total finance charge) is determined by multiplying the Lease Payment times the number of Lease Payments, then adding the Document Fee and Purchase Option amount (all as set forth on Page 1 of this Lease), then deducting the Equipment Cost (as determined above). The difference so determined is the return to us on our investment (the total finance charge). The rate of return (finance rate) may be determined by deducting the Security Deposit from the Equipment Cost, and then applying to the amount so determined, the rate that will amortize that amount down to the Purchase Option amount by applying as payments, the Lease Payments and the Document Fee. For purposes of that amortization, each Lease Payment, including the Advance Payment, will be considered received on the date it is required to be paid under this Lease, and the Document Fee will be considered received on the date of this Lease.

17. LIMITATIONS ON CHARGES. This Section controls over every other part of this Lease and over all other documents now or later pertaining to this Lease. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease, or refunded to you.

AI-20242 **16.C.**

Xerox Corporation Lease Agreement Copier

CC REGULAR

Date:	03/12/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting authority to enter into a 36-month lease through Hidalgo County's membership with TPASS for two digital copier printers through Xerox Corporation an awarded vendor through TPASS contract 985-L2 in the amount of $1,184.04/month lease payment including maintenance plan with consumables for two copiers.

BACKGROUND

The Urban County Program currently uses the services of Dahill Industries for one printer owned by the program. The cost of toner for our existing printer has been extremely high. By leasing this equipment, (2 printers) the toner for existing printer becomes a part of the leasing contract for new printers and includes a substantial increase in the number of copies and at a lower price.

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Urban County funds will be used for the lease of the two copiers.

Attachments

Link: Xerox Lease Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/04/2010 03:03 PM	APRV
2	Perla Lopez	Perla Lopez	03/05/2010 08:27 AM	APRV
3	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Hilda Bazan

Started On: 03/04/2010 02:53 PM

Final Approval Date: 03/05/2010

Lease Pricing PROPOSAL

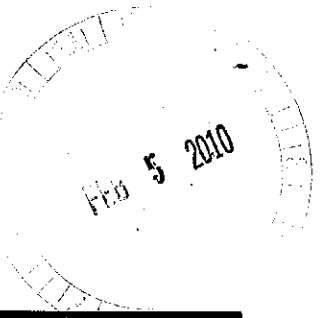
xerox

Presented to HIDALGO COUNTY URBAN PROGRAM

By Damaris Morales

On 2/5/2010

Negotiated Contract : 072452800



Solution

Item	Product Description	Agreement Information	Requested Install Date
1. W5675PT (W5675 PRINTER/4T)	- S08 C-p-scan Cntrlr - Embedded Fax-1 Line - Office Finisher - 3rd Party Equipment - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	3/1/2010
2. W7346P (WC 7346P PRINTER)	- High Cap Tandem Tray - Office Finisher - Scanning Enabl.kit - 3rd Party Equipment - Analyst Services - Customer Ed	Lease Term: 36 months Purchase Option: FMV	2/19/2010

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. W5675PT	$524.38	1: Total	1 - 40,000 40,001+	Included $0.0039	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. W7346P	$659.66	1: Meter 1 2: Meter 2	1 - 10,000 10,001+ 1 - 4,100 4,101+	Included $0.0084 Included $0.0460	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	$1,184.04	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of HIDALGO COUNTY URBAN PROGRAM. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 3/7/2010.

For any questions, please contact me at (956)682-1820

XEROX TOTAL SATISFACTION GUARANTEE

Confidential - Copyright© 2008 XEROX CORPORATION. All rights reserved.

Hilda Bazan

From: Damaris Morales [damaris@xrxinc.com]
Sent: Thursday, March 04, 2010 4:17 PM
To: hbazan@bizrgv.rr.com
Subject: XEROX

W5675PT
Copy/Print
Fax Line
Office finisher
40,000 copies a month
$524.38

W7346P
Color Copier/Print
High Cap Tray
Scanning Enablement
10,000 BLK 4,100 CLR
$659.66

XRX Business Consultants
Damaris I Morales
956-682-1820



Reduce your **color** document cost by up to 60% while you **GO GREEN**. Visit "Finally Color Is Less" at *https://www.brainshark.com/xerox/vu?pi=630810200*. For a free office assessment, call 956-682-1820.

AI-20203 **16.D.**

Citizen Participation Plan amendment

CC REGULAR

Date:	03/12/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Discussion, consideration and possible action to recommend approval to amend Citizen Participation Plan to allow the following change:
Public Hearing advance Notice Requirement from 30 days to 15 days for CAPER.

BACKGROUND

The Urban County Community Development Advisory Council met on Friday, May 15, 2009 at The Isla Grande Beach Resort, and recommended that the Citizen Participation Plan be amended to change Public Hearing advance Notice Requirement from 30 days to 15 days for CAPER. (see attachment - pg. 3, item #7)

Fiscal Impact

Attachments

Link: Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/03/2010 10:43 AM	APRV
2	Perla Lopez	Perla Lopez	03/03/2010 01:42 PM	APRV
3	Auditor's Office	Angela Garcia	03/05/2010 04:36 PM	APRV

Form Started By: Estella Webber — Started On: 03/03/2010 10:11 AM

Final Approval Date: 03/05/2010

COUNTY OF HIDALGO
COMMUNITY DEVELOPMENT ADVISORY COUNCIL MEETING

The Isla Grande Beach Resort
Conference Room, 1st Floor
Friday, May 15, 2009 @ 5:00 p.m.
Minutes of Regular Meeting

ROLL CALL:

Members Present:

Mayor Rudy Villarreal, Alamo (Chairman)
Mayor Salvador Vela, City of Alton
City Manager Oscar Cuellar, City of Donna
Mayor Pro-Tem Eddy Gonzalez, City of Edcouch
Mayor Senovio Castillo, City of Elsa
Mayor Vicente Garza, Jr., City of Granjeno
Mayor John D. Franz, City of Hidalgo
Alderwoman Angie Garza, City of La Joya (Proxy Letter)
Mayor Hector Elizondo, City of La Villa
City Manager Ricardo Garcia, City of Mercedes
City Administrator Juan Ortiz, City of Peñitas
Mayor Pedro Contreras, City of San Juan

Others Present:

Diana R. Serna, UCP Director
Guadalupe "Lupe" Rodriguez
Mayor Robert T. Schmalzried, City of Edcouch
Isidro Venecia, City of La Joya
City Administrator Mike Alaniz, City of La Joya
City Manager Wilfredo Mata, City of La Villa
Sylvia M. Martinez, City of Weslaco
Pamela G. Rodriguez, City of Hidalgo
Javier Rodriguez, City of Pharr
Daniel Dillard, City of Hidalgo
Domingo Villarreal Jr., Hidalgo County Precinct No. 3
Annette Franz, City of Hidalgo
Commissioner Heriberto Suarez, City of San Juan
City Alderman David Alaniz, City of La Villa
City Manager Luciano Ozuna Jr., City of Alamo
Raul Lozano, Hidalgo County Judge's Office
Commissioner Noe Garcia Jr., City of Edcouch
City Manager Joe Vera III, City of Hidalgo
Virgil Gonzalez, City of Hidalgo
Siglinde Franz, City of Hidalgo
Volunteer Antonio Fernandez, City of Granjeno
City Manager Jorge Arcaute, City of Alton
Arturo R. Galvan Jr, City of Alton

Ricardo Garza, City of Alton
Richard Arevalo, City of Alton
Janie Cantu-Cabrera, City of Palmhurst
Guillermo Ramirez, City of Hidalgo
Hilda Bazan, Executive Assistant
Compliance Division Manager Tony Barco, Urban County Program
Compliance Division Manager Steve de la Garza, Urban County Program

1. CALL MEETING TO ORDER / ROLL CALL

Chairman Rudy Villarreal called the meeting to order after establishing a quorum. 5:15 p.m.

2. Adoption of Minutes February 15, 2007

On motion of Mayor John Franz - City of Hidalgo, seconded by City Manager Ricardo Garcia- City of Mercedes, to approve the minutes of February 15, 2007, the Board made a UNANIMOUS vote of approval.

3. Discussion, consideration and possible action to set aside and recommend approval of Funding Public Services through Urban County Program vs. thru Cities

On motion by City Manager Ricardo Garcia - City of Mercedes, seconded by Mayor Salvador Vela- City of Alton, to continue allowing the Cities to conduct Public Hearings on their own to fund Non-Profits, the Board made a UNANIMOUS vote of approval.

4. Discussion, consideration and possible action regarding approval of 2009 Funding Distribution

On motion of City Manager Ricardo Garcia - City of Mercedes, seconded by Mayor Senovio Castillo- City of Elsa, to approve the Year 22 Funding Allocation as recommend by Urban County Program Director Diana R. Serna and Approved by Hidalgo County Commissioners' Court on May 05, 2009, the Board made a UNANIMOUS vote of approval.

- After brief discussion Ms. Serna advised the Board Members that the 2.2 million CDBG Stimulus Funds will be discussed under ***Other Business***

5. Discussion, consideration and possible action to recommend approval of Policy to charge a fee for Environmental Review Records conducted for outside entities

On motion of Mayor Pro-Tem Eddy Gonzalez - City of Edcouch, seconded by Mayor Hector Elizondo- City of La Villa, to approve the Recommendation by Urban County Program Director Diana R. Serna to charge $1,500 per Environmental Review and use for Administration Expenditure, the Board made a UNANIMOUS vote of approval.

6. **Discussion, consideration and possible action to recommend approval of Limiting number of Projects per Workplan/Year**

   NO ACTION taken on this item

   - After brief discussion it was agreed that no action would be taken

7. **Discussion, consideration and possible action to recommend approval to Amend Citizen Participation Plan to allow:**

   a. **Change Public Hearing advance Notice Requirement from 30 days to 15 days for CAPER**

   b. **Other**

   On motion of Mayor John Franz - City of Hidalgo, seconded by Mayor Pedro Contreras- City of San Juan, to approve the Recommendation by Urban County Program Director- Diana R. Serna to Amend the Citizen Participation Plan that calls for the Public Hearing Advance Notice from 30 days to 15 days, the Board made a UNANIMOUS vote of approval.

8. **Discussion, consideration and possible action to recommend that the in-house <u>Owner-Occupied Rehabilitation Policy</u> include a maximum payment for debt owed for those clients who do not have clear title to property. The HOME Division recommends that a $10,000 cap be applied to the Rehab. Program**

   On motion of City Manager Ricardo Garcia - City of Mercedes, seconded by Mayor Pro-Tem Eddy Gonzalez- City of Edcouch, to approve the Recommendation by Urban County Program Director Diana R. Serna to apply a $10,000 Cap to the HOME Rehabilitation Program, the Board made a UNANIMOUS vote of approval.

9. **Discussion, consideration and possible action to amend the in-house <u>Homebuyer Assistance Program Policy</u>, more specifically Section S. Homebuyer Documentation Checklist, change as follows:**

   <u>Current:</u>
   Copy of good faith estimate

   <u>Change to:</u>
   Copy of good faith estimate or Eligibility Summary or other comparable document

   On motion of Mayor John Franz - City of Hidalgo, seconded by Mayor Pro-Tem Eddy Gonzalez- City of Edcouch, to approve the Recommendation by Urban County Program Director Diana R. Serna to Amend the Homebuyer Assistance Program language in Section S. to Read Copy of good faith estimate or Eligibility Summary or other comparable documents, the Board made a UNANIMOUS vote of approval.

10. Discussion, consideration and possible action to add the Developer's Fee Schedule, listed in the CHDO Toolbox, to the in-house CHDO Program Policy and CHDO Contract

On motion of City Mayor John Franz - City of Hidalgo, seconded by City Manager Ricardo Garcia- City of Mercedes, to approve the motion to add the Developer's Fee Schedule listed in the CHDO Toolbox as recommendation by Urban County Program Director Diana R. Serna, the Board made a UNANIMOUS vote of approval.

11. Election of Officers

On motion of Mayor Pro-Tem Eddy Gonzalez - City of Edcouch, seconded by City Manager Ricardo Garcia- City of Mercedes, to appoint Joel Quintanilla- City of Mercedes as Chairman, the Board made a UNANIMOUS vote of approval

On motion of Mayor John Franz - City of Hidalgo, seconded by Mayor Pro-Tem Eddy Gonzalez- City of Edcouch, to appoint Pedro Contreras- City of San Juan as Vice-Chairman, the Board made a UNANIMOUS vote of approval

On motion of City Manager Ricardo Garcia - City of Mercedes, seconded by Alderwomen Angie Garza- City of La Joya, to appoint Eddy Gonzalez- City of Edcouch as Secretary, the Board made a UNANIMOUS vote of approval

12. Other Business

- Mayor John Franz, City of Hidalgo requested that the Cities be considered to receive part of the 2.2. Million CDBG Stimulus Funds Allocated to Hidalgo County for the record

13. Adjournment

On Motion of Mayor Rudy Villarreal, seconded by Mayor Pro-Tem Eddy Gonzalez, the Board made a UNANIMOUS vote of approval. Meeting was adjourned at 6:20 pm

AI-20142 **17.A.**

Funding Agreement for Border Colonia Access Program Amendment No. 2(Colonia Esperanza No. 2)

CC REGULAR

Date:	03/12/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Colonia Access Program **Sub-category:** CAP

Information

CAPTION

Presentation, consideration, discussion, acceptance and approval of documentation submitted by the county contained a typographical error and the project described in the application is actually Colonia Esperanza No. 2. and whereas, it has become necessary to amend that contract, as approved by Texas Transportation Commission.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-124-844-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No Budgetary Impact.
Typographical error, should be Colonia Esperanza#2 instead of Colonia Esperanza#1
Available balance as of 3-3-10 $90,214.50

Attachments

Link: Funding Agreement for BCAP Amendment No. 2 (Colonia Esperanza No. 2)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	03/01/2010 10:18 AM	APRV
2	Budget & Management	Erika Zamora	03/02/2010 08:06 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/03/2010 09:38 AM	APRV
4	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Marcie Jackson Started On: 02/26/2010 09:57 AM

Final Approval Date: 03/05/2010

County: Hidalgo

Contract 8BCF5001

STATE OF TEXAS §

COUNTY OF TRAVIS §

FUNDING AGREEMENT FOR BORDER COLONIA ACCESS PROGRAM AMENDMENT #2

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and Hidalgo County, acting by and through its duly authorized officials, hereinafter called the "County".

WITNESSETH

WHEREAS, the State and the County executed a contract on the 28th day of August 2008 to effectuate their agreement to establish a transportation program construction of access roads in the County; and,

WHEREAS, the contract awarded $104,724 for a population-allocation project identified as Colonia Esperanza #1; and

WHEREAS, the State has determined that documentation submitted by the county contained a typographical error and the project described in the application is actually Colonia Esperanza #2; and

WHEREAS, it has become necessary to amend that contract, as approved by Texas Transportation Commission Minute Order 112168;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Description of Amended Items:

Attachment B, Project Budget, is voided in its entirety and replaced with the new Attachment B, Project Budget, attached to this amendment.

Attachment C, Project Applications, deletes and adds the following project application, with the added application attached to this amendment:

County	TWDB ID #	Colonia name	Project Description	Length (mi)	Eligible Cost
Deleted Project Application					
HIDALGO	M1080844	Colonia Esperanza #1	Repaving	0.3	$104,723.53
Added Project Application					
HIDALGO	M1080863	Colonia Esperanza #2	Repaving	0.3	$104,723.53

All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

_____
Hidalgo County

By:_____
Honorable Rene Ramirez

_____
Printed Name

_____
County Judge

_____
Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:_____
Mario Jorge, P.E.

District Engineer, Pharr District
Title

_____
Date

Attachment B

Project Budget

2008 Allocation Eligible Project Costs

County	TWDB ID #	Colonia Name	Total Drainage Costs ($)	Eligible Roadway Costs ($)	Total Eligible Project Costs ($)
HIDALGO	M1080882	La Flor Estates	7,638.00	84,329.25	91,967.25
HIDALGO	M1080790	Village Grove #2		42,407.91	42,407.91
HIDALGO	M1080397	La Suena	126,020.00	231,579.36	357,599.36
~~HIDALGO~~	~~M1080600~~	~~Randolph Barnett #1~~	~~30,610.00~~	~~60,000.00~~	~~90,610.00~~
~~HIDALGO~~	~~M1080606~~	~~Regal Estates~~	~~71,110.00~~	~~120,000.00~~	~~191,110.00~~
HIDALGO	M1080406	Las Brisas	47,500.00	130,000.00	177,500.00
HIDALGO	M1080883	La Flor Gardens	7,636.00	84,329.25	91,965.25
HIDALGO	M1080891	Los Encinos #2	104,425.00	113,480.03	217,905.03
HIDALGO	M1080274	Foster Subdivision	16,108.00	95,000.00	111,108.00
~~HIDALGO~~	~~M1080348~~	~~Jardin Terrace Subdivision~~	~~45,510.00~~	~~140,000.00~~	~~185,510.00~~
HIDALGO	M1080461	Mid-Valley Estates	21,600.00	213,250.95	234,850.95
HIDALGO	M1080687	South Palm Gardens Estates #1		58,759.11	58,759.11
HIDALGO	M1080055	Ariel Hinojosa Subdivision	24,310.00	121,491.95	145,801.95
HIDALGO	M1080886	Laborsita	5,124.00	54,900.48	60,024.48
HIDALGO	M1080804	Wes-Mer Subdivision	10,800.00	78,876.17	89,676.17
HIDALGO	M1080063	Balli Estates		536,612.27	536,612.27
HIDALGO	M1080401	Lakeview Subdivision	22,400.00	355,000.00	377,400.00
HIDALGO	M1080185	Colonia Whalen Road	26,756.00	98,047.17	124,803.17
HIDALGO	M1080855	Ash County	32,400.00	97,905.35	130,305.35
HIDALGO	M1080300	Hacienda De Los Vegas	4,534.00	107,976.43	112,510.43
~~HIDALGO~~	~~M1080310~~	~~Havana Lomas #4~~	~~28,710.00~~	~~104,890.95~~	~~133,600.95~~
~~HIDALGO~~	~~M1080111~~	~~Blue Star Enterprises #2~~	~~84,050.00~~	~~203,163.72~~	~~287,213.72~~
HIDALGO	M1080082	Basham #18	43,060.00	124,147.05	167,207.05
HIDALGO	M1080329	Hoehn Drive Subdivision	105,322.00	351,700.63	457,022.63
HIDALGO	M1080454	McColl Estates	68,875.00	112,422.71	181,297.71
HIDALGO	M1080319	High Point Subdivision		121,186.80	121,186.80
HIDALGO	M1080079	Basham #14	58,580.00	188,671.09	247,251.09
HIDALGO	M1080937	Aldamas Subdivision 1 & 2	220,065.00	295,784.13	515,849.13
HIDALGO	M1080380	La Homa Grove Estates	37,410.00	117,815.67	155,225.67

2008 Allocation Eligible Project Costs

County	TWDB ID #	Colonia Name	Total Drainage Costs ($)	Eligible Roadway Costs ($)	Total Eligible Project Costs ($)
~~HIDALGO~~	~~M1080932~~	~~Indian Hills East~~		~~1,260,219.06~~	~~1,260,219.06~~
HIDALGO	M1080940	Sundown's Retirement Center	100,895.00	108,870.74	209,765.74
HIDALGO	M1080324	Hilda Subdivision #2	62,020.00	120,000.00	182,020.00
HIDALGO	M1080262	Esperanza Estates	87,255.00	115,087.81	202,342.81
HIDALGO	M1080148	Chapa North	16,200.00	69,570.58	85,770.58
HIDALGO	M1080752	Trenton Terrace	140,840.00	135,000.00	275,840.00
HIDALGO	M1080657	Seminary Village Subdivision	36,400.00	135,000.00	171,400.00
HIDALGO	M1080149	Chapa South	9,000.00	66,877.78	75,877.78
HIDALGO	M1080234	Dude Hill #1	28,335.00	60,000.00	88,335.00
HIDALGO	M1080900	Morningside South	143,325.00	217,458.93	360,783.93
HIDALGO	M1080596	Rancho Escondido	183,270.00	269,551.95	452,821.95
HIDALGO	M1080154	Citriana Village	165,795.00	319,874.96	485,669.96
HIDALGO	M1080688	South Palm Gardens Estates #2		48,602.00	48,602.00
~~HIDALGO~~	~~M1080311~~	~~Havana Lomas #5~~	~~25,150.00~~	~~65,000.00~~	~~90,150.00~~
HIDALGO	M1080896	McKee #1	36,100.00	86,774.07	122,874.07
HIDALGO	M1080215	De Anda Subdivision	12,600.00	51,725.18	64,325.18
HIDALGO	M1080413	Las Milpas Subdivision	72,685.00	117,072.59	189,757.59
HIDALGO	M1080591	Ramon Leal Subdivision	15,570.00	70,547.90	86,117.90
HIDALGO	M1080387	La Mesa Subdivision	60,500.00	149,480.86	209,980.86
HIDALGO	M1080890	Los Encinos #1	39,585.00	45,000.00	84,585.00
~~HIDALGO~~	~~M1080587~~	~~Ramirez Subdivision~~	~~26,910.00~~	~~50,000.00~~	~~76,910.00~~
~~HIDALGO~~	~~M1080588~~	~~Ramirez Subdivision #2~~	~~20,560.00~~	~~50,000.00~~	~~70,560.00~~
~~HIDALGO~~	~~M1080589~~	~~Ramirez Subdivision #3~~	~~31,160.00~~	~~34,961.95~~	~~66,121.95~~
HIDALGO	M1080863	Colonia Esperanza #2	19,118.00	85,605.53	104,723.53
HIDALGO	M1080536	Palm Lake Estates #1	202,072.00	496,541.00	698,613.18

2008 Allocation Eligible Project Costs

County	TWDB ID #	Colonia Name	Total Drainage Costs ($)	Eligible Roadway Costs ($)	Total Eligible Project Costs ($)
HIDALGO	M1080120	Brenda Gay	$10,800.00	$99,156.41	$109,956.41
HIDALGO	M1080860	Chapa 2 (SL9)	$68,400.00	$274,668.56	$343,068.56
HIDALGO	M1080232	Colonia Boyce (for Donna R.O.W.)	$0	$134,547.58	$134,547.58
HIDALGO	M1080362	L & P Subdivision	$18,000.00	$99,988.82	$117,988.82
HIDALGO	M1080423	Los Castillos Estates	$0	$81,524.23	$81,524.23
HIDALGO	M1080895	Mary Ann	$28,800.00	$219,668.66	$248,468.66
HIDALGO	M1080181	Colonia Saenz	$16,200.00	$50,818.91	$67,018.91
HIDALGO	M1080779	Valley View Estates	$8,368.00	$136,555.34	$144,923.34
HIDALGO	M1080421	Loma Linda Heights Subdivision	$161,250.00	$489,497.50	$650,747.50
HIDALGO	M1080141	Casa De Los Vecinos	$114,490.00	$423,757.12	$538,247.12
NOTE: Remainder of non-competitive funds awarded to Hidalgo County that may be used for other eligible colonia project over runs					$15,514.55

2008 Competitive Eligible Project Costs

County	TWDB ID #	Colonia Name	Total Drainage Costs ($)	Eligible Roadway Costs ($)	Total EligibleProject Costs($)
HIDALGO	M1080536	Palm Lake Estates #1	57,227.00	140,622.00	197,849.00
HIDALGO	M1080470	Monica Acres	35,510.00	73,187.53	108,697.53
HIDALGO	M1080465	Miller Resub Lot A	60,965.00	76,037.83	137,002.83
HIDALGO	M1080220	Delta West Subd.	41,600.00	313,968.53	355,568.53
HIDALGO	M1080228	Diaz Subd.	9,000.00	55,595.18	64,595.18
HIDALGO	M1080460	Mesquite Acres Subd.	98,445.00	125,724.71	224,169.71
HIDALGO	M1080780	Vereda Tropical	25,660.00	119,307.18	144,967.18

Attachment C

Project Applications

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County	21
Nominating County	TxDOT District
Colonia Esperanza Unit #2 Subdivision (M1080863)	
Name of Colonia & Texas Water Development Board ID#	Detail Number (Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) ALLOCATION COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network.
DO NOT SEND A HAND DRAWN SKETCH

Type of Project and Length in Miles: 0.3

Paving: 0.3 **Repaving :** _____
Drainage: Pipe 18" R.C.P. Curb & Gutter _____

Culverts 27 Detention Pond _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: ~~$57,100.00~~ 85,605.53 Total Drainage Cost: $19,118.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $104.723.53

School Bus Route: (Check the following)

Is the proposed work on a school bus route? √ Yes ____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

Attachment A:
Description of Work Proposed

ATTACHMENT A
Application for 3rd Call Border Colonial Access Program
Description of Work Proposed

The Colonia Esperanza Unit No. 2 Subdivision (EDAP # M1080863) project consists of approximately 1,600 l.f. of paving with a proposed typical road section of 8 inches of caliche base and 1.5 inches of asphalt or as determined through necessary geotechnical soil tests. Project also includes associated drainage with road side ditches and all necessary appurtenances.

Colonia Colonia Esperanza Unit No.2 Subdivision consists of 2 interior road(s) and approximately 1,600 l.f. of inadequately paved road that contributes to inadequate drainage and limited access to the Colonia Residents. Please refer to the photographs on **Attachment C** that further illustrate the need and conditions of the Colonia Road.

The proposed project involves paving of Esperanza Street & Ramos Lane Road (s). The proposed project provides the Colonia Residents necessary access to "I" Road & Alberta RD a paved County Road. Please Refer to **Attachment D and E** that illustrates the Colonias location and access.

The Proposed Project is in a proposed school bus route or maybe considered for a future bus route, Please Refer to **Attachment F**.

Attachment B:
Engineering Estimate

Attachment "B"

Colonia Name: Colonia Esperanza Unit No. 2 Subdivision
Street Name: Esperanza St & Ramos Lane
EDAP#: MI080884

Length of proposed roadway: 1600 Existing 50ft ROW
Proposed roadway travel lane: 24ft
# of parcels to be acquired:
Estimated cost of land to be acquired:

1000 L.F. of Roadway — 0.1 miles

Paving

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
162	6" ROAD GRADER WORK (CALICHE BASE)	5200	S.Y.	$ 3.00	$ 15,600.00
340	1-½" ASPH CONC TY D (W/ PRIME COAT)	4500	S.Y.	$ 7.00	$ 31,500.00
502	BARRICADES, SIGNS, AND TRAFFIC HANDLING	2	MO	$ 5,000.00	$ 10,000.00
				SUBTOTAL:	$57,100.00

Drainage

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
556	15" ADS CORRUGATED PIPE	432	LF	$ 20.00	$ 8,640.00
530	DRVWYS (ASPH CONC PAV) (PB-1)	675	SY	$ 10.00	$ 6,750.00
5249	TEMP SEDMT CONT FENCE	116	LF	$ 5.00	$ 580.00
5249	TEMP SEDMT CONT FENCE (REMOVE)	116	LF	$ 3.00	$ 348.00
556	18" RCP STORM DRAIN CL III	80	LF	$ 35.00	$ 2,800.00
				SUBTOTAL:	$ 19,118.00

Driveways estimated at 25 SY per driveway

Total Estimated Construction Cost

Roadway Construction Cost	$57,100.00
Drainage Estimated Quantities	$19,118.00
SUBTOTAL:	$76,218.00

Professional Costs (% costs may vary from County to County)
Basic Engineering Services (8.5% total estimated construction cost)

Special Services	
Design Surveys(2.5% of Total Estimated Construction Cost)	$6,478.53
Categorical Exclusion (Environmental Document)	$1,905.45
Material Testing Services (3.5% of Total Estimated Construction Cost)	$2,667.63
SUBTOTAL:	$11,051.61

ROW Costs (Land Acquisition)**

Estimated Cost of Land	-
ROM Mapping ($2,000/parcel)	-
SUBTOTAL:	-

**Attorney, appraisal, and filing fees are not included in this estimate

Contingencies

20% of the sum of Professional, Construction, and ROW Costs	$17,453.92
SUBTOTAL:	$17,453.92
PROJECT TOTAL:	$104,723.53

Project Time Frame	
Design:	60 to 90 Days
Bid and Award:	30 to 45 Days
Construction:	150 to 180 Days
Total Days:	240 to 315 Days

Attachment C:
Location Map

Google Maps

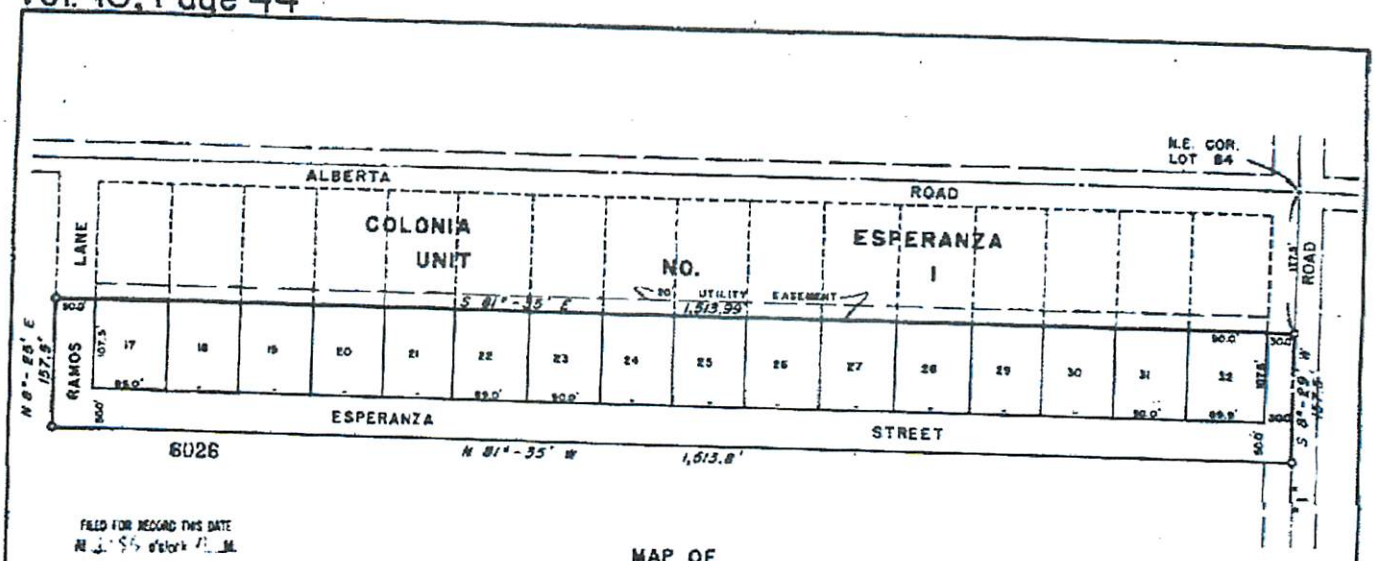
Address **Edinburg, TX**

Get Google Maps on your phone
Text the word "GMAPS" to 466453



Attachment D:
Subdivision Plat

Vol. 18, Page 44



FILED FOR RECORD THIS DATE
At 3:45 o'clock P M.
MAR 3 '73
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By [illegible] Deputy

MAP OF
COLONIA ESPERANZA UNIT NO. 2
HIDALGO COUNTY, TEXAS

BEING A RESUBDIVISION OF THE SOUTH 5.47 ACRES OF THE NORTH 11.64 ACRES OUT OF LOT 64, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 3rd day of March 1973
SANTOS SALDANA, County Clerk
Hidalgo County, Texas
By Irene D. Buchanan Deputy

I, CHARLES L. MELDEN, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THE FOREGOING MAP TO BE A TRUE AND CORRECT REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

Charles L. Melden
CHARLES L. MELDEN
REGISTERED PUBLIC SURVEYOR
EDINBURG, TEXAS OCTOBER 5, 1972

CHARLES L. MELDEN
163
REGISTERED PUBLIC SURVEYOR

STATE OF TEXAS:
COUNTY OF HIDALGO:

KNOW ALL MEN BY THESE PRESENTS:
THAT ASSOCIATED CITY-COUNTY ECONOMIC DEVELOPMENT CORPORATION OF HIDALGO COUNTY, ACTING THROUGH ITS CHAIRMAN, A.J. VILLARREAL, OWNER OF THE LANDS HEREON DESCRIBED DOES HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP AND DOES HEREBY DEDICATE TO THE PUBLIC THE SURFACE USE OF THE STREETS AND ALLEYS AND EASEMENTS HEREON SHOWN.

ASSOCIATED CITY-COUNTY ECONOMIC DEVELOPMENT CORPORATION

A.J. Villarreal
A.J. VILLARREAL, CHAIRMAN

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED A.J. VILLARREAL, CHAIRMAN OF ASSOCIATED CITY-COUNCIL ECONOMIC DEVELOPMENT CORPORATION OF HIDALGO COUNTY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AS THE ACT AND DEED OF SAID CORPORATION, AND IN THE CAPACITY AS THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 2nd DAY OF November, A.D., 19 72.

Juanita M. Lee Burge
NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS

THIS PLAT APPROVED BY THE CITY OF EDINBURG PLANNING AND ZONING COMMISSION ON THIS THE 4th DAY OF January, A.D., 19 73.

Lloyd G. Wood
LLOYD G. WOOD, CHAIRMAN

THIS PLAT APPROVED BY THE CITY COMMISSION OF THE CITY OF EDINBURG, TEXAS, ON THIS THE 16th DAY OF January, A.D., 19 73.

Lloyd Hawkins
LLOYD HAWKINS, MAYOR

ATTEST:

P. Trevino Jr.
CITY SECRETARY

CITY OF EDINBURG, TEXAS

APPROVED
FOR RECORDING
Hidalgo County, Texas
By [illegible]
Date 3-6-73

Recorded in Book 18 Page 44
of the map records of Hidalgo
County, Texas
Charles L. Erickson
County Surveyor

Approved by 3-12-73

Attachment E:
Photographs

PROPOSED ROUND 3 COLONIA ACCESS PROJECTS



COLONIA ESPERANZA – ESPERANZA ST – E. BOUND VIEW FROM RAMOS



COLONIA ESPERANZA – ESPERANZA ST – W. BOUND VIEW FROM I RD.

PROPOSED ROUND 3 COLONIA ACCESS PROJECTS



COLONIA ESPERANZA – RAMOS – S. BOUND VIEW FROM ALBERTA



COLONIA ESPERANZA – RAMOS – N. BOUND VIEW FROM ESPERANZA

Attachment F:
School District Bus Route Correspondence

EDINBURG
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

ATTACHMENT "F"

March 26, 2008

Mr. Jack Foster
Texas Department of Transportation
600 West Expressway 83
P.O. Drawer EE
Pharr, Texas 78577

RE: Border Colonia Access Program - Bus Route Designations

Dear Mr. Foster:

The Edinburg Consolidated Independent School District serves residents in the colonias identified on the attached - Exhibit A 1&2.

The district is responsible for the transportation of the children living in these colonias to and from their respective schools throughout our district. Road conditions in these areas limit the ability of our transportation personnel to have access to the children's homes in these colonias creating a hardship on these families to get their children to school.

Currently the public streets near these colonias serve as bus routes whereby our buses can maneuver. The areas that are not accessible have no bus transportation service. If the roadways are improved, our bus routes would extend into the colonias. The paving of roadways in these colonias would greatly enhance our capability to serve the children living in these areas.

Thank you for your assistance and should you have any questions or require further information, please do not hesitate to contact me at (956) 289-2305, extension 2001.

Sincerely,

Gilberto Garza, Jr.
Superintendent of Schools

GGJ:m
Attachment

cc: Mr. Agapito Vargas, Directror of Colonia Access Program ✓
Mr. Enrique Hinojosa, Coordinator of Transportation - ECISD

EXHIBIT A (1)

HIDALGO COUNTY PCT. #4
ROUND 3 -PROPOSED COLONIA ACCESS PROJECTS

ALFONSO QUINTANILLA

PAVEMENT

#	ID #	COLONIA	LOCATED	# OF HOMES	DIST.	RD NAMES	NOTES
1	M1080274	FOSTER	N. OF SCHUNIOR	17	0.1	FOSTER DRIVE	
2	M1080903	NORTH ALAMO TERRACE	ALAMO RD, S. OF TRENTON	22	0.2	BEAUMONT ST	(2 rds& 2 "t" rds)
	" "	" "	" "	24	0.2	FRANCHESCA	
3	M1080300	HACIENDA DE LOS VEGAS	TOWER RD @ RR TRACKS	11	0.2	HDLV	
4	M1080886	LABORSITA	MI 17 W OF TOWER	14	0.1	ALYANNA ST.	
5	M1080882	LA FLOR EST	TOWER & IOWA	22	0.15	LA FLOR DR.	(BOOTHE GARDENS)
6	M1080883	LA FLOR GARD	TOWER & IOWA	21	0.15	FRIENDLY DR	

RECONSTRUCTION

7	M1080329	HOEHN DRIVE	HOEHN S. OF 1925	25	0.2	IVORY	
	" "	" "	" "	16	0.2	LILAC	
	" "	" "	" "	22	0.2	CRIMSON	
	" "	" "	" "	23	0.2	INDIGO	
	" "	" "	" "	10	0.2	PEACH	
	" "	" "	" "	17	0.2	EBONY	
	" "	" "	" "	19	0.2	LAVENDER	
8	M1080880	HOEHN DRIVE (UNRECORDED)	HOEHN S. OF 1925	17	0.2	RUSSET RD	

EXHIBIT A (2)

HIDALGO COUNTY PCT. #4
ROUND 3 -PROPOSED COLONIA ACCESS PROJECTS

J.E.. SAENZ & ASSOCIATES

PAVEMENT

#	ID #	COLONIA	LOCATED	# OF HOMES	DIST.	RD NAMES	NOTES
1	M1080752	TRENTON TERRACE	I RD, S OF TRENTON ON THE W	18	0.25	LETICIA	
2	M1080657	SEMINARY VILLAGE	SEMINARY	26	0.25	VILLAGE DRIVE	
3	N1080401	LAKE VIEW SUB	MCOLL N OF 1925	16	0.55	NO NAME	HORSESHOE & 1 "t" rd
4	M1080260	ENGLEMAN ESTATES	FM 493, N OF FM 1925	67	0.5	BENNET CIR.	

RECONSTRUCTION

5	M1080330	HOEHN ESTATES	N OF FM 1925	11	0.1	LISA	
	" "	" "	" "	5	0.1	MARCY	

DRAINAGE & PAVEMENT

6	M1080603	RANKIN	W OF 493, N OF HWY 107	30	0.2	HERNANDEZ ONLY	.70 TO DD ON 107
	" "	" "	" "	4	0.05	CANTU	
	" "	" "	" "	6	0.05	RANKIN	
	" "	" "	" "	6	0.05	HERNANDEZ	
	" "	" "	" "	5	0.2	HOLMES	
7	M1080408	LAS BRISAS	HWY 107 EAST OF SHARP	20	0.2		
8	M1080844	COLONIA ESPERANZA	I RD , SOUTH IOF AKLBERTA		0.1	DRA	
9	M1080194	COUNTY COLONY	WARE RD, SOUTH OF CALMA		0.15		
10	M1080915	SOUTH PORT	C. C. (BTW WISCON & CANTON)		0.1	DRA	
11	M1080460	MESQUITE ACRES	ALBERTA, E OF TOWER		0.3		
12	M1080240	EL CHARRO #2 S.D.	TOWER N OF OWASSA		0.25	DRA	

8 M1080863 COLONIA ESPERANZA #2

AI-20169 **18.A.**

Approval to Submit payment to TxDot & Interdepartmental Transfer (1315)
CC REGULAR

Date:	03/12/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

TxDot (1315):
1. Discussion, consideration, and approval for County Auditor/Treasurer to issue payment to Texas Department of Transportation in the amount of $7,343.54 for the CR-Schuerbach Road & La Homa Road project.

2. Approval of 2010 interfund transfer from Precinct 3 Road and Bridge to TxDot - SRS CSJ #092102109 in the amount of $1,398.77 and to TxDot - SRS CSJ #092102110 in the amount of $865.41.

BACKGROUND

Project(s): CSJ:0921-02-109 {CR-Shuerbach} & CSJ:0921-02-110 {La Homa Road}

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1315-431-00-123-035-0-739
FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Available funds after CC approval (3/09/10) of transfer is $3,278.13.

FISCAL YEAR: 2010 **ACCT. #:** 0-1315-431-00-123-036-0-841
FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Available funds after CC approval (3/09/10) of transfer is $4,065.41.

FISCAL YEAR: 2010 **ACCT. #:** 0-1XXX-XXX-0X-XXX-XXX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Interfund Transfer: Available R&B (1203) fund balance as of 3/2/10.

Attachments

Link: Transfer

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	03/05/2010 11:54 AM	APRV
2	Budget & Management	Erika Zamora	03/05/2010 12:37 PM	APRV
3	Roland Garcia	Rolando Garcia	03/05/2010 02:21 PM	APRV
4	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Perla Lopez Started On: 03/01/2010 08:58 AM

Final Approval Date: 03/05/2010

DATE: March 9, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. #3 (1315)

2010
Transfer

ACCOUNT NUMBER: **0-1XXX-XXX-0X-XXX-XXX-0-XXX**

CONTACT PERSON: Perla Lopez **PHONE:** 292-7025 ext. 5419

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1203-491-01-000-315-0- 891	**Transfers Out - TxDot**	**2,264.18**
0-1315-391-01-000-203-0- 000	**Transfers In - R&B Pct. 3**	**2,264.18**
0-1315-431-00-123-035-0- 739	**TxDot - SRS CSJ #092102109 - Other Structures**	**1,398.77**
0-1315-431-00-123-036-0- 841	**TxDot - SRS CSJ #092102110 - Aid to Govt Agen**	**865.41**
	TOTAL BUDGET INCREASE (DECREASE)	**2,264.18**

REASON: **Transfer to fund the final TxDot payment regarding the CR-Schuerbach Rd & La Homa Rd project.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** / / **ATTEST COUNTY CLERK**

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

Wednesday, February 10, 2010

RECEIVED
FEB 25 2010
COUNTY JUDGE

District 21

CSJ: 0921-02-109 & 110
PROJ: STP 2006(584)SRS
CNTY: Hidalgo
HWY: CR-Schuerbach Rd. & La Homa Rd.

County of Hidalgo
Attn: Honorable Rene Ramirez, County Judge
P. O. Box 1356
Edinburge, Texas 78540

Dear Judge Ramirez:

Construction activity done on behalf of the County of Hidalgo, on Schuerbach Road and La Homa Rd. for sidewalk and pavement marking work is completed and accepted.

A brief recap of these activities is attached, as well as the funds made payable to the State by you for the construction activity established under our executed agreement.

As a result of our final audit, your escrow account, for this project, concluded with a $7,343.54 deficit. As per **ADVANCE FUNDING AGREEMENT** provisions, please forward a check made payable to the TEXAS DEPARTMENT OF TRANSPORTATION in the indicated amount to the office of Mr. Hector P Gonzalez, Jr., P.E., P.O. Box 1717, Pharr, Texas 78577.

Feel free to call me at 702-6101 if you have any questions.

Sincerely,

Mario Jorge, P.E.
Pharr District Engineer

attachment

cc. District File
Hector P. Gonzalez, Jr., P.E.
Construction

Perla Lopez

Subject: FW: Fwd: FW: CSJ: 0921-02-109 & 0921-02-110 (Schuerbach & La Homa Rd) Statement of Costs

Attachments: RECEP_20100308125125_1.pdf; TX DOT Advanced Funding Agreement CR Schuerbach Rd. & La Homa Rd._1.pdf

From: Rosendo Garcia Jr [mailto:RGARCIA3@dot.state.tx.us]
Sent: Monday, March 08, 2010 1:49 PM
To: perla.lopez@co.hidalgo.tx.us
Cc: Hector Gonzalez; Mario Jorge; Victor Martinez; Valente Olivarez
Subject: Re: Fwd: FW: CSJ: 0921-02-109 & 0921-02-110 (Schuerbach & La Homa Rd) Statement of Costs

Ms. Lopez,
Mr. Jorge forwarded your email to me for review and I am responding in his behalf. As explained to you by Victor Martinez from my office, there was an internal transfer of funds by our Finance Department between the two CSJ's covered by the Hidalgo Count checks. Those were the figures we used in the close-out accounting. The total deposit for the project never changed. However, the records have been corrected to reflect the check totals for each CSJ as shown on the attached revised transmittal of our statement of costs. The money to be collected from Hidalgo County remains the same.

I appreciate you working with Victor to satisfactorily address this matter. Please let me know if there is anything else regarding this matter.

Thanks,

Rosendo Garcia, Jr., P.E.
Pharr District Director of Construction

STATEMENT OF COSTS

County of Hidalgo

CSJ: 0921-02-109	&	CSJ: 0921-02-110
PROJ: STP 2006(584)SRS		PROJ: STP 2006(584)SRS
CNTY: Hidalgo		CNTY: Hidalgo
HWY: CR - Schuerbach Rd		HWY: La Homa Rd.

	COSTS	TOTALS
0921-02-109		
Construction Costs	$54,677.10	
PS&E	$2,687.23	
E&C	$9,800.80	
TOTAL 0921-02-109 COSTS		$67,165.13
Less: Federal Participation (Fixed)	$11,532.00	
State Participation	$0.00	$11,532.00
Hidalgo County Obligation		$55,633.13
0921-02-110		
Construction Costs	$61,167.70	
PS&E	$0.00	
E&C	$10,387.67	
TOTAL 0921-02-110 COSTS		$71,555.37
Less: Federal Participation (Fixed)	$20,328.00	
State Participation (Fixed)	$5,082.00	$25,410.00
Hidalgo County Obligation		$46,145.37
GT Hidalgo County Obligation For		$101,778.50
0921-02-109 & 0921-02-110		
County Deposit In Escrow:		
0921-02-109	~~$47,855.00~~ $52,355.00	
0921-02-110	~~$46,579.96~~ $42,079.96	
TOTAL DEPOSIT IN ESCROW		$94,434.96
COLLECT FROM HIDALGO COUNTY		$7,343.54

Prepared By:

Victor M. Martinez
Engr. Spec. IV

12/9/09
Date

Recommended For Approval:

Hector Gonzalez, Jr., P.E.
Pharr Area Engineer

12-9-09
Date

Checked By:

Valente Olivarez, P.E.
Assist. Pharr Area Engineer

12-9-09
Date

APPROVED BY:

Mario Jorge, P.E.
District Engineer

12/9/09
Date

Mr. Victor Martinez initialed the statement of costs.

RECEIVED

DEC 10 2009

AI-20210 **18.B.**

Approval to submit payment to TxDOT/ I Road Project

CC REGULAR

Date:	03/12/2010
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Discussion, consideration, and approval of County Auditor/Treasurer to issue payment to the Texas Department of Transportation in the amount of $909.99 for payment in relation to the "I" Road project (CSJ: 0921-02-102).

BACKGROUND

Project: From SH 495 to 0.25 miles North of FM 3461 (Nolana Ave). TxDOT

Fiscal Impact

FISCAL YEAR: 10 **ACCT. #:** 0-1315-431-00-122-016-0-841

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

available balance of $4,063.51 as of 3/3/10.

Attachments

Link: TxDOT Payment Req

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	03/04/2010 04:10 PM	APRV
2	Budget & Management	Erika Zamora	03/04/2010 04:39 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/05/2010 08:14 AM	APRV
4	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Rolando Garcia Started On: 03/03/2010 01:34 PM

Final Approval Date: 03/05/2010

Texas Department of Transportation
P.O. Box 1717: Pharr, Texas 78577-1717 : (956)702-6100

February 10, 2010

RECEIVED
FEB 17 2010
COUNTY JUDGE

County of Hidalgo
Attn: Honorable Rene Ramirez, County Judge
P.O. Box 1356
Edinburg, Texas 78540

Re: CSJ: 0921-02-102
Proj: DMO 2005(235)
County: Hidalgo
Rdwy: "I" Rd

Dear Judge Ramirez:

A request for additional funds was made on December 9, 2009 to the County of Hidalgo in accordance with the terms of the agreement negotiated with the State. The County of Hidalgo placed a total of $251,489.86 as advanced payments to be used for paying their share of construction on the above referenced project.

The County of Hidalgo's final statement of cost on this project amounted to $252,399.85, leaving a deficit of $909.99. As of today, these funds are still uncollected. We are requesting a warrant be issued to the Texas Department of Transportation in the amount of $909.99 and forwarded to our office within thirty days from receipt of this letter.

Your immediate attention will be appreciated. If you have any additional questions, please contact Hector P. Gonzalez, Jr., P.E. at 956-702-6250.

Sincerely,

Hector P. Gonzalez, Jr., P.E.
Pharr Area Engineer
Pharr District

Attachments
Cc: Valente Olivarez, Jr., P.E. (TxDOT)
Victor Martinez (TxDOT)
file

FEB 18 2010

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

Wednesday, December 9, 2009

District 21

CSJ: 0921-02-102
PROJ: DMO 2005(235)
CNTY: Hidalgo
HWY: "I" Road

County Of Hidalgo
Honorable Juan D. "J.D." Salinas, County Judge
P. O. Box 1356
Edinburg, Texas 78540

Dear Judge Salinas:

Construction activity done on behalf of the County Of Hidalgo to reconstruct "I" Road from SH 495 to 0.25 miles north of FM 3461 (Nolana Ave.) is completed and accepted.

A brief recap of these activities is attached, as well as the funds made payable to the State by you for the construction activity established under our executed agreement.

As a result of our final audit, your escrow account, for this project, concluded with a $909.99 deficit. As per **ADVANCE FUNDING AGREEMENT** provisions, please forward a check made payable to the TEXAS DEPARTMENT OF TRANSPORTATION in the indicated amount to the office of Mr. Hector P. Gonzalez, P.E., Pharr Area Engineer, P.O. Box 1717, Pharr, Texas 78577.

Feel free to call me at 702-6101 if you have any questions.

Sincerely,

Mario Jorge, P.E.
Pharr District Engineer

attachment

cc: District File
H. P. Gonzalez, P.E.
Construction

STATEMENT OF COSTS

City Of Pharr - County Of Hidalgo

CSJ: 0921-02-102
PROJ: DMO 2005(235)
CNTY: Hidalgo
HWY: "I" Road

Ty of Wrk: Reconstruction Of "I" Road

Limits: From SH 495 To 0.25 Miles North Of FM 3461 (Nolana Ave)

Construction	$8,401,014.72
PE	$67,559.76
E&C	$272,783.49
TOTAL	$8,741,357.97

	TOTAL EST	Federal Participation	STATE	Local Entity Participation		
				w/o EDC	Reduction	Actual
CITY OF PHARR						
Category 10 Funds (100% Funds Fed)-Capped	$900,000.00	$900,000.00				
Category 10 HP Funds (80% Fed-20% Loc)-Capped	$1,313,280.00	$1,050,624.00	$202,245.12	$262,656.00	$202,245.12	$60,410.88
Category 7 Funds (80% Fed-20% Loc)	$3,712,937.74	$2,970,350.19	$571,792.41	$742,587.55	$571,792.41	$170,795.14
Add'l Local Entity Contribution (100% Local)	$367,560.00			$367,560.00		$367,560.00
TOTAL	$6,293,777.74	$4,920,974.19	$774,037.53			$598,766.02

City Of Pharr Obligation $598,766.02
Deposit In Escrow $596,843.88
Collect From City Of Pharr $1,922.14

COUNTY OF HIDALGO						
Category 10 Funds (100% Funds Fed)-Capped	$350,000.00	$350,000.00				
Category 10 HP Funds (80% Fed-20% Loc)-Capped	$510,720.00	$408,576.00	$73,543.68	$102,144.00	$73,543.68	$28,600.32
Category 7 Funds (80% Fed-20% Loc)	$1,443,920.23	$1,155,136.18	$207,924.52	$288,784.05	$207,924.52	$80,859.53
Add'l Local Entity Contribution (100% Local)	$142,940.00			$142,940.00		$142,940.00
TOTAL	$2,447,580.23	$1,913,712.18	$281,468.20			$252,399.85

TOTAL $8,741,357.97

County Of Hidalgo Obligation $252,399.85
Deposit In Escrow $251,489.86
Collect From County Of Hidalgo $909.99

AI-20132 **18.C.1.**

Deobligation of Funds - Tax Notes Series 2007 (1302)

CC REGULAR

Date:	03/12/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Tax Notes, Series 2007 (1302):
Approval to deobligate funds from Tax Notes, Series 2007 (1302) in the total amount of $992.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1302-4X1-00-XXX-0XX-0-741

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available to unappropriate as of 3/05/10.

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	03/05/2010 08:38 AM	APRV
2	Budget & Management	Erika Zamora	03/05/2010 08:39 AM	APRV
3	Roland Garcia	Rolando Garcia	03/05/2010 01:59 PM	APRV
4	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Perla Lopez Started On: 02/25/2010 01:28 PM

Final Approval Date: 03/05/2010

DATE: March 12, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Tax Notes, Series 2007 (1302)

AI-20132

ACCOUNT NUMBER: 0-1302-4X1-00-XXX-0XX-0-741

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Perla Lopez
Ph#: 292-7025 Ext. 5419

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1302-431-00-123-047-0-741	Pct. 3 - Vehicles	$ (572.00)
0-1302-421-00-293-011-0-741	Constable Pct. 3 - Vehicles	$ (381.72)
0-1302-421-00-294-006-0-741	Constable Pct. 4 - Vehicles	$ (38.28)
	TOTAL BUDGET INCREASE (DECREASE)	**-992.00**

REASON:
Deobligation of funds.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-20197 **18.C.2.**

2010 Budget Appropriations for Special Revenue & Internal Service Funds
CC REGULAR

Date:	03/12/2010
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Auditor's Office
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Special Revenue & Internal Service Funds:
Approval of 2010 appropriation of funds in the amount of $1,488,508.21 to fund various open PO rollovers.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** various funds

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

To appropriate open PO's that were rolled over into year 2010 during the close out process for year 2009 for various Special Revenue & Internal Service Funds.

Refer to attachment.

Attachments

Link: 2010 Budget Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	03/03/2010 09:19 AM	APRV
2	Budget & Management	Erika Zamora	03/03/2010 10:29 AM	APRV
3	Erika Zamora	Erika Zamora	03/05/2010 12:48 PM	APRV
4	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Ivan Cantu Started On: 03/03/2010 08:36 AM

Final Approval Date: 03/05/2010

DATE: FEBRUARY 22, 2010

DEPARTMENT HEAD: VARIOUS

DEPARTMENT NAME: VARIOUS (SPECIAL REVENUE FUNDS & INTERNAL SERVICE FUNDS)

ACCOUNT NUMBER: 0-12XX-XXX-XX-XXX-XXX-X-XXX
0-22XX-XXX-XX-XXX-XXX-X-XXX

SUBJECT: BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C

HONORABLE COMMISSIONERS' COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING BUDGET AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C.

INCREASE ACCOUNT	ACCOUNT NAME	AMOUNT
0- 1200-413-30-115-040-0-584	CO COMM-REGISTRATION FEES	530.00
0- 1200-431-00-122-004-0-432	CO SHOP-EQUIP&VEH R&M SRV	71.09
0- 1200-431-00-122-004-0-442	CO SHOP-EQUIP & VEHICLE RENTALS	30.40
0- 1200-431-00-122-004-0-532	CO SHOP-WIRELESS DEVICES	19.99
0- 1200-431-00-122-004-0-623	CO SHOP-BOTTLED GAS	163.83
0- 1200-431-00-122-004-0-682	CO SHOP-GASOLINE/DIESEL	1,354.78
0- 1200-431-00-122-004-0-748	CO SHOP-OTHER EQUIPMENT	4,993.20
0- 1200-431-00-260-001-0-432	R-O-W DEPT-EQUIP&VEH R&M SRV	2,262.40
0- 1200-431-00-260-001-0-434	R-O-W DEPT-VEHICLE R&M SERVICE	1,482.00
0- 1200-431-00-260-001-0-584	R-O-W DEPT-REGISTRATION FEES	450.00
0- 1200-431-00-260-001-0-601	R-O-W DEPT-OFFICE & COMPUTER SUPPLIES	509.68
0- 1200-431-00-260-001-0-606	R-O-W DEPT-MAPS, PLANS, PLATS, ETC.	100.00
0- 1200-431-00-260-001-0-711	R-O-W DEPT-ROW	12,000.00
0- 1200-431-00-260-001-0-712	R-O-W DEPT-SUBDIVISION ROW	3,200.00
0- 1200-431-00-260-001-0-746	R-O-W DEPT-OFFICE FURNITURE	241.73
0- 1200-431-00-260-001-0-780	R-O-W DEPT-CAPITAL LEASES	308.70
	FUND 1200 TOTAL	27,717.80
0- 1201-431-00-121-004-0-442	PCT1 RD ADM-EQUIP & VEHICLE RENTALS	264.56
0- 1201-431-00-121-004-0-534	PCT1 RD ADM-INTERNET	150.00
0- 1201-431-00-121-004-0-601	PCT1 RD ADM-OFFICE & COMPUTER SUPPLIES	426.77
0- 1201-431-00-121-004-0-607	PCT1 RD ADM-HSEHLD & JANITORIAL SUPPL	28.43
0- 1201-431-00-121-005-0-334	PCT1 P/U RD-ARCH & ENG SRV	1,065.30
0- 1201-431-00-121-005-0-339	PCT1 P/U RD-OTHER PROF SRV	2,807.80
0- 1201-431-00-121-005-0-346	PCT1 P/U RD-HAULING & FREIGHT SERVICES	11,550.68

INCREASE ACCOUNT	ACCOUNT NAME	AMOUNT
0- 1201-431-00-121-005-0-413	PCT1 P/U RD-ELEC SURVEILL & SECURITY	36.00
0- 1201-431-00-121-005-0-433	PCT1 P/U RD-R&B R&M SERVICE	8,935.04
0- 1201-431-00-121-005-0-672	PCT1 P/U RD-EQUIP & VEH R&M SUPPLIES	73.50
0- 1201-431-00-121-005-0-673	PCT1 P/U RD-R&B R&M SUPPLIES	4,798.92
0- 1201-431-00-121-005-0-711	PCT1 P/U RD-ROW	2,500.00
0- 1201-431-00-121-005-0-734	PCT1 P/U RD-SUBDIVISION STREETS	4,348.92
0- 1201-431-00-121-019-1-731	PCT1-AGUA DULCE-ROADS	390.24
0- 1201-431-00-121-069-0-841	PCT1-INTLCL\(MERCEDES-FLORIDA ST.\	2,640.00
0- 1201-431-00-121-070-0-841	PCT1-INTLCL \(MERCEDES-PALM ST.\	1,800.00
	FUND 1201 TOTAL	41,816.16
0- 1202-431-00-122-005-0-421	PCT2 RD ADM-DISPOSAL	50.59
0- 1202-431-00-122-005-0-442	PCT2 RD ADM-EQUIP & VEHICLE RENTALS	936.73
0- 1202-431-00-122-005-0-601	PCT2 RD ADM-OFFICE & COMPUTER SUPPLIES	22.04
0- 1202-431-00-122-005-0-748	PCT2 RD ADM-OTHER EQUIPMENT	6,803.22
0- 1202-431-00-122-006-0-343	PCT2 P/U RD-LAUNDRY & DRY CLEANING	2,743.94
0- 1202-431-00-122-006-0-346	PCT2 P/U RD-HAULING & FREIGHT SERVICES	44,029.44
0- 1202-431-00-122-006-0-432	PCT2 P/U RD-EQUIP & VEH R&M SRV	348.29
0- 1202-431-00-122-006-0-434	PCT2 P/U RD-VEHICLE R&M SERVICE	0.50
0- 1202-431-00-122-006-0-623	PCT2 P/U RD-BOTTLED GAS	370.17
0- 1202-431-00-122-006-0-626	PCT2 P/U RD-GASOLINE/DIESEL	35,205.84
0- 1202-431-00-122-006-0-672	PCT2 P/U RD-EQUIP & VEH R&M SUPPLIES	2,109.33
0- 1202-431-00-122-006-0-673	PCT2 P/U RD-R&B R&M SUPPLIES	21,609.84
0- 1202-431-00-122-006-0-679	PCT2 P/U RD-OTHER R&M SUPPLIES	650.28
0- 1202-431-00-122-006-0-711	PCT2 P/U RD-ROW	12,600.00
0- 1202-431-00-122-006-0-731	PCT2 P/U RD-ROADS	277,031.71
0- 1202-431-00-122-006-0-732	PCT2 P/U RD-BRIDGES	675.84
0- 1202-431-00-122-006-0-733	PCT2 P/U RD-DRAINAGE DITCHES	3,438.75
0- 1202-431-00-122-006-0-748	PCT2 P/U RD-OTHER EQUIPMENT	6,180.89
0- 1202-431-00-122-006-0-841	PCT2 P/U RD-AID TO GOVT AGENCY	11,214.00
0- 1202-431-00-122-026-0-731	PCT2 OWASSA RD\(JACKSON-R.LONGORIA\	42,030.00
0- 1202-431-00-122-027-0-711	PCT2 TOWER RD\(MOORE-BALLI\	62,070.00
0- 1202-431-00-122-027-0-731	PCT2 TOWER RD\(MOORE-BALLI\	79,445.13
0- 1202-431-00-122-028-0-731	PCT2 S.MCCOLL\(DCKR-ORNGWD&.5M S.MLTY\	36,208.77
0- 1202-431-00-122-028-0-733	PCT2 S.MCCOLL\(DCKR-ORNGWD&.5M S.MLTY\	1,355.67
0- 1202-431-00-122-028-0-841	PCT2 S.MCCOLL\(DCKR-ORNGWD&.5M S.MLTY\	38,458.31
0- 1202-431-00-122-035-0-711	PCT2 ICA W/HIDALGO\(VAL-MEX DR\	3,650.00
0- 1202-431-00-122-035-0-731	PCT2 ICA W/HIDALGO\(VAL-MEX DR\	13,929.00
0- 1202-431-00-122-035-0-841	PCT2 ICA W/HIDALGO\(VAL-MEX DR\	8,893.00
0- 1202-431-00-122-240-0-731	PCT.2-EL CHARRO #2-ROADS	533.21
	FUND 1202 TOTAL	712,594.49
0- 1203-431-00-123-004-0-339	PCT3 RD ADM-OTHER PROF SRV	2,000.00
0- 1203-431-00-123-005-0-334	PCT3 P/U RD-ARCH & ENG SRV	5,000.00

INCREASE ACCOUNT	ACCOUNT NAME	AMOUNT
0- 1203-431-00-123-005-0-432	PCT3 P/U RD-EQUIP & VEH R&M SRV	1,873.53
0- 1203-431-00-123-005-0-607	PCT3 P/U RD-HSEHLD & JANITORIAL SUPPL	271.87
0- 1203-431-00-123-005-0-619	PCT3 P/U RD-OTHER MISC SUPPLIES	129.99
0- 1203-431-00-123-005-0-623	PCT3 P/U RD-BOTTLED GAS	350.12
0- 1203-431-00-123-005-0-671	PCT3 P/U RD-BLDG & OTHR STRUC R&M SUPPL	160.64
0- 1203-431-00-123-005-0-672	PCT3 P/U RD-EQUIP & VEH R&M SUPPLIES	2,334.38
0- 1203-431-00-123-005-0-673	PCT3 P/U RD-R&B R&M SUPPLIES	5,931.36
0- 1203-431-00-123-005-0-679	PCT3 P/U RD-OTHER R&M SUPPLIES	1,960.78
0- 1203-431-00-123-005-0-711	PCT3 P/U RD-ROW	900.00
0- 1203-431-00-123-005-0-731	PCT3 P/U RD-ROADS	154,729.78
0- 1203-431-00-123-005-0-732	PCT3 P/U RD-BRIDGES	25,210.50
0- 1203-431-00-123-005-0-734	PCT3 P/U RD-SUBDIVISION STREETS	4,437.04
0- 1203-431-00-123-005-0-741	PCT3 P/U RD-VEHICLES	30,911.00
0- 1203-431-00-123-025-0-334	PCT3 RDWY SYS STUDY-ARCH & ENG SRV	2,038.63
0- 1203-431-00-123-081-0-731	PCT3 CIRCLE 6RD\(N&S OF M4\	33,860.00
	FUND 1203 TOTAL	272,099.62
0- 1204-431-00-124-005-0-412	PCT4 RD ADM-CABLE/SATELLITE TV	863.52
0- 1204-431-00-124-005-0-661	PCT4 RD ADM-MINOR OFFICE FURN & EQUIP	893.92
0- 1204-431-00-124-005-0-665	PCT4 RD ADM-MINOR COMPUTER EQUIPMENT	15.21
0- 1204-431-00-124-005-0-780	PCT4 RD ADM-CAPITAL LEASES	247.77
0- 1204-431-00-124-007-0-339	PCT4 P/U RD-OTHER PROF SRV	1,196.18
0- 1204-431-00-124-007-0-432	PCT4 P/U RD-EQUIP & VEH R&M SRV	6,079.98
0- 1204-431-00-124-007-0-434	PCT4 P/U RD-VEHICLE R&M SERVICE	50.00
0- 1204-431-00-124-007-0-534	PCT4 P/U RD-INTERNET	309.98
0- 1204-431-00-124-007-0-605	PCT4 P/U RD-CLOTHING & UNIFORMS	367.25
0- 1204-431-00-124-007-0-613	PCT4 P/U RD-SAFETY SUPPLIES	6.62
0- 1204-431-00-124-007-0-664	PCT4 P/U RD-OTHER MINOR EQUIPMENT	69.99
0- 1204-431-00-124-007-0-671	PCT4 P/U RD-BLDG & OTHER STRUC R&M SUPPL	94.90
0- 1204-431-00-124-007-0-672	PCT4 P/U RD-EQUIP & VEH R&M SUPPLIES	7,894.13
0- 1204-431-00-124-007-0-673	PCT4 P/U RD-R&B R&M SUPPLIES	12,762.20
0- 1204-431-00-124-007-0-679	PCT4 P/U RD-OTHER R&M SUPPLIES	35.60
0- 1204-431-00-124-007-0-731	PCT4 P/U RD-ROADS	5,791.43
0- 1204-431-00-124-007-0-734	PCT4 P/U RD-SUBDIVISION STREETS	437.87
0- 1204-431-00-124-036-0-719	PCT4 DRAIN IMPRV PRJ-LAND	1,555.00
0- 1204-431-00-124-401-0-731	PCT4 LAKEVIEW SUBVISION-ROADS	4,363.76
	FUND 1204 TOTAL	43,035.31
0- 1211-452-00-121-013-0-339	PCT1 PARKS-OTHER PROF SRV	100.00
0- 1211-452-00-121-013-0-425	PCT1 PARKS-PEST CONTROL	60.00
0- 1211-452-00-121-013-0-442	PCT1 PARKS-EQUIP & VEHICLE RENTALS	281.01
0- 1211-452-00-121-013-0-613	PCT1 PARKS-SAFETY SUPPLIES	76.25
0- 1211-452-00-121-013-0-672	PCT1 PARKS-EQUIP & VEH R&M SUPPLIES	75.00

INCREASE ACCOUNT	ACCOUNT NAME	AMOUNT
0- 1211-452-00-121-013-0-679	PCT1 PARKS-OTHER R&M SUPPLIES	759.15
	FUND 1211 TOTAL	1,351.41
0- 1212-452-00-122-008-0-343	PCT2 PARKS-LAUNDRY & DRY CLEANING	2,605.74
0- 1212-452-00-122-008-0-350	PCT2 PARKS-OTHER SERVICES	508.64
0- 1212-452-00-122-008-0-425	PCT2 PARKS-PEST CONTROL	550.00
0- 1212-452-00-122-008-0-431	PCT2 PARKS-BLDG & OTHER STRUC R&M SRV	35.50
0- 1212-452-00-122-008-0-432	PCT2 PARKS-EQUIP & VEH R&M SRV	5.90
0- 1212-452-00-122-008-0-607	PCT2 PARKS-HSEHLD & JANITORIAL SUPPL	16.80
0- 1212-452-00-122-008-0-609	PCT2 PARKS-AGRI & LANDSCAPING SUPPL	68.98
0- 1212-452-00-122-008-0-664	PCT2 PARKS-OTHER MINOR EQUIPMENT	25.00
0- 1212-452-00-122-008-0-672	PCT2 PARKS-EQUIP & VEH R&M SUPPLIES	52.95
0- 1212-452-00-122-008-0-679	PCT2 PARKS-OTHER R&M SUPPLIES	102.16
0- 1212-452-00-122-008-0-739	PCT2 PARKS-OTHER STRUCTURES	279,167.00
	FUND 1212 TOTAL	283,138.67
0- 1213-451-22-123-068-0-720	PCT3 ADM & PAVILLION-BUILDING	5,381.50
0- 1213-452-00-123-008-0-534	PCT3 PARKS-INTERNET	98.33
	FUND 1213 TOTAL	5,479.83
0- 1214-452-00-124-009-0-681	PCT4 PARKS-VEHICLE R&M SUPPLIES	134.90
	FUND 1214 TOTAL	134.90
0- 1222-412-00-080-006-0-431	DA BAD CK-BLDG&OTHR STRUC R&M SRV	150.00
0- 1222-412-00-080-006-0-532	DA BAD CK-WIRELESS DEVICES	112.29
0- 1222-412-00-080-006-0-667	DA BAD CK-MINOR SOFTWARE	129.00
	FUND 1222 TOTAL	391.29
0- 1230-421-00-293-010-0-532	CONST PCT.3 INVESTIG HB65-WIRELESS DEVIC	1,154.40
0- 1230-421-00-293-010-0-668	CONST PCT.3 INVESTIG HB65-POL WEAPONS &	2,432.52
	FUND 1230 TOTAL	3,586.92
0- 1237-415-40-180-003-0-431	CC REC MGMT-BLDG&OTHR STRUC R&M SRV	19,800.00
0- 1237-415-40-180-003-0-748	CC REC MGMT-OTHER EQUIPMENT	46,110.00
	FUND 1237 TOTAL	65,910.00
0- 1238-412-00-090-003-0-350	DC COUNTY REC MGMT-OTHER SERVICES	1,484.00
	FUND 1238 TOTAL	1,484.00
0- 1241-421-23-115-044-0-611	COURTHOUSE SECURITY-POLICE SUPPLIES	98.00
	FUND 1241 TOTAL	98.00
0- 1247-412-50-100-001-0-342	LAW LIBRARY-INFO & CREDIT SERVICES	6,661.66

INCREASE ACCOUNT	ACCOUNT NAME	AMOUNT
0- 1247-412-50-100-001-0-601	LAW LIBRARY-OFFICE & COMPU SUPPL	43.29
0- 1247-412-50-100-001-0-640	LAW LIBRARY-REFERENCE MATERIALS	504.85
	FUND 1247 TOTAL	7,209.80
0- 1252-412-00-270-012-0-342	HIDTA US TREASURY-INFO & CREDIT SERVICES	1,677.96
0- 1252-412-00-270-012-0-346	HIDTA US TREASURY-HAULING & FREIGHT SERV	600.00
0- 1252-412-00-270-012-0-432	HIDTA US TREASURY-EQUIP&VEH R&M SRV	150.00
0- 1252-412-00-270-012-0-540	HIDTA US TREASURY-ADVERTISING	574.80
0- 1252-412-00-270-012-0-890	HIDTA US TREASURY-OTHER	10,000.00
		13,002.76
	SPECIAL REVENUE FUNDS TOTAL	**1,479,050.96**
0- 2201-415-00-115-009-0-311	DBM-HEALTH INS ADM-MGMT CONSULTING SRV	3,631.25
0- 2201-415-00-115-009-0-442	DBM-HEALTH INS ADM-EQUIP & VEH RENTALS	100.40
	FUND 2201 TOTAL	3,731.65
0- 2202-419-50-115-065-0-311	DBM-W/C DIV-MGMT CONSULTING SRV	5,500.00
0- 2202-419-50-115-065-0-442	DBM-W/C DIV-EQUIP & VEHICLE RENTALS	183.37
0- 2202-419-50-115-065-0-601	DBM-W/C DIV-OFFICE & COMPU SUPPL	42.23
	FUND 2202 TOTAL	5,725.60
	INTERNAL SERVICE FUNDS TOTAL	**9,457.25**
	TOTAL BUDGET INCREASE REQUEST	1,488,508.21

REASON: TO APPROPRIATE OPEN PURCHASE ORDERS THAT WERE ROLLED OVER INTO YEAR 2010 DURING THE CLOSE-OUT PROCESS FOR YEAR 2009.

THERE ARE NO AREAS IN MY CURRENT BUDGET TO REDUCE IN ORDER TO FUND THE ABOVE MENTIONED ITEMS.

DEPT. HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE

ATTEST COUNTY CLERK

5%

3

50°

AI-20189 **18.C.3.**

Precinct #3 Appropriation R&B (1203)

CC REGULAR

Date:	03/12/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Pct. #3 R&B (1203):
Approval of 2010 appropriation of funds into Precinct No. 3 Paved & Unpaved Road in the total amount of $200,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1203-431-00-123-005-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation from 1203 fund balance.
Funding available for appropriation as of 3/2/10 in the amount of $200,000.00.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	03/02/2010 02:56 PM	APRV
2	Budget & Management	Erika Zamora	03/02/2010 03:54 PM	APRV
3	Roland Garcia	Rolando Garcia	03/04/2010 04:09 PM	APRV
4	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Perla Lopez Started On: 03/02/2010 02:44 PM

Final Approval Date: 03/05/2010

DATE: March 9, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. #3 R&B (1203)

AI-20189

ACCOUNT NUMBER: 0-1203-431-00-123-005-0-XXX

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Perla Lopez
Ph#: 292-7025 Ext. 5419

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1203-431-00-123-005-0-673	Pct. 3 P/U Rd - R&B R&M Supplies	$ 100,000.00
0-1203-431-00-123-005-0-731	Pct. 3 P/U Rd - Roads	$ 100,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**200,000.00**

REASON:
Appropriation to fund expected expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-20200 **19.A.4.**

Authority to utilize vendor/Purchase

CC REGULAR

Date: 03/12/2010
Submitted By: Tanya Delira, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Information

CAPTION

Presentation for approval to utilize the following cooperative purchasing vendor for the purchase on as "AS NEEDED BASIS" through membership/participation with the Texas Houston Galveston Area Council (HGAC) awarded pricing including, but not limited to Precincts, Department, Programs, Agencies with term of authority to purchase from detailed herein commencing upon approval and expiring December 31, 2010, and to purchase ten (10) 5300 Mobile, Remote Mount Radios and five (5) 5100 ES hand held portable radios thru requisition # 171635 in the amount of $94,042.34 for the HIDTA Task Force Department.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1254-412-00-270-014-0-748
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available as of 03/03/10, refer to Req #00171635 in the amount of $23,134.34.

FISCAL YEAR: 2010 **ACCT. #:** 0-1291-412-00-270-003-8-748
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available as of 03/03/10, refer to Req #00171635 in the amount of $70,908.00.

Attachments

Link: A&B
Link: A&B

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/03/2010 03:54 PM	APRV
2	Sylvia Solis	Sylvia Solis	03/05/2010 03:27 PM	APRV
3	Auditor's Office		03/05/2010 04:36 PM	NEW
Form Started By: Tanya Delira			Started On: 03/03/2010 09:42 AM	

Commissioners Court Approved Cooperative Vendors List

"EXHIBIT A"
Buyboard;

Vendor	Contract Description	Contract
American Tire Distributor* Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08
Amerx Office Solutions	**Copiers & Supplies**	**299-08**
Audio Visual Aids	Audio Visual Equipment & Supplies	313-09
Burton Auto Supply	Tires, Tubes & Auto Products	307-08
CC Distributors, Inc.	Custodial Supplies & Equipment	291-08
Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08
Commercial Security Integration	Radio Communication Products	285-08
Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08
GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08
Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09
Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	267-07
Graybar	Technology Equipment, Software & Supplies	285-08
Gulf Coast Paper	Custodial Supplies & Equipment	291-08
Health Edco Inc.	Instructional Supplies & Equipment	328-09
Henry Schein, Inc.	First Aid Supplies & Equipment	294-08
Ikon Office Solutions	Copiers & Supplies	299-08
Industrial Communications	Radio Communication Products	285-08
Insco Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09
Jean's Restaurant Supply	Food Services Equipment & Services	274-07
John Deere Landscapes	Grounds Maintenance Equipment & Irrigation Products & Installation	292-08
Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
Johnstone Supply-Corpus	Maintenance, Repair & Operation Supplies & Equipment	263-07
Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08 239-10
KEY Enterprises	Athletic & PE Supplies & Heavy Duty Exercise Equipment	261-07
Kinloch Equipment & Supply Inc.	Sewer Inspection & Cleaning Equipment	270-07
MSC Industrial Supply	Maintenance, Repair & Operation Supplies & Equipment	263-07
Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08
Miracle Recreation Equipment Co.	Parks & Recreation & Field Lighting Products & Installation	269-07
Moore Medical LLC	First Aid Supplies & Equipment	294-08
Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08
O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08
Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07
SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08

Safeguard Universal	Awards, Trophies & Personal Recognition	266-07
Southern Tire Mart	Tires, Tubes & Auto Products	307-08
Staples	Office Supplies & Equipment	328-09
Superior Alarms	Radio Communication Products Fire & Security & Monitoring Supplemental Technology Products Software & Supplies	285-08 325-09 289-08
Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
The Play Well Group	Parks & Recreation & Field Lightning Products & Installation	269-07
Toshiba Business Solutions	Copiers & Supplies	299-08
Waukesha-Pearce Industries, Inc.	Construction Equipment	268-07

TPSS-Term contracts P.O.s;

Vendor	Contract Description	Contract
Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Bob Barker Company, Inc.	Clothing & Apparel	200-A1
Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2
Graybar Electric	Electrical Equipment & Supplies	285-A1
National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Kyocera Mita America Inc. - Minolta	Photocopiers-Rental Renewal Only	985-A5
Neopost National Government Account	Postage Meters-Rental Renewal Only	985-R1
Office Communications Systems, Inc	Photocopiers-Rental Renewals Only	985-A6
Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-R1
PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2
Prescription Supply Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Presto Printing	Business Cards through TX Smartbuy	966-N1
Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1
Richmond Pharmaceuticals, Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-N1
Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3
Sharp Electronics Corporation	Photocopiers-Rental Renewal Only	985-A6
Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1
Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24”x48”	505-A2 665-A2
Voss Lightning	Electrical Equipment & Supplies	285-A1
Xerox Corporation	Photocopier Lease & Rental	985-L2

TPSS-DIR;

Vendor	Contract Description	Contract
A T & T	Cisco Networking Equipment Telecommunication Contract for Wireless Voice & Data/Cellular Services Networking Services	233 597 826
CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223 592 673
CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229
Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Svcs.	236 235 838
Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580
Cima Solutions Group	Software	292
Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509
DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513
Daptiv/CIMA	Software Supplies & Services	841
Dell Marketing	Computer Equipment, Software, Components, Peripherals & Software	251 600 568 890
Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223
Insight	Computer Equipment, Software, Components, Peripherals & Software	223
MTM Technologies	Computer Equipment, Software, Components, Peripherals & Software	264
SHI Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223 890
SHI Government Solutions	Purchase or Various Software	1009
Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223

TPSS-TXMAS contracts;

Vendor	Contract Description	Contract
Acuity Specialty Products DBA Zep Manuf.	Janitorial Supplies, Food Service, Hospitality, Cleaning Equipment & Supplies, Chemical & Services	6-73080
AllSteel Inc.	Office Furniture	9-71I030
Arrow Magnolia International, LP	Cleaning Supplies	7-73050
Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equipment & Supplies, Chemicals & Services	5-73050
Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140

Datum Filing Systems Inc.	Office Furniture	5-711010
Diaz Floors & Interiors	Floor Covering	5-721A060
Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180
Ergogenesis, LLC	Office Furniture	3-7110470
Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020
GCR Tires Centers Of Pharr	Tires	7-261020
Garrett Electronics. Inc.	Total Solutions for Law Enforcement, Security Facilities Mgmt., Fire, Rescue, Clothing, Marine	5-84010
Global Industries, Inc.	Office Furniture	3-7111010
Kimball International	Office Furniture	3-711060
MSC Industrial Supply Co.	Hardware	3-51V020
Mayline Company	Office Furniture	4-7110330
Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, medium truck, and bus, and retread services	7-261010
Separation Systems Consulting, Inc.	Environmental Services	7-899030
Sherwin Williams	Maintenance & Hardware	5-51V010
Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070
Snap-On Industrial	Hardware Products & Services	3-51V010
Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020
Stanley Security Solutions, Inc.	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine Craft & Emergency Disaster Response	7-84080
Tandus US, Inc.	Floor Covering	5-721A060
The Hon Company	Office Furniture	3-711090
Tremco, Inc.	Facilities Maintenance & Management Bldg. & Bldg. Materials/Industrial Services & Supplies	603FAC010 6-56050
United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080
VF Imagewear, Inc.	Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing	6-84070
W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030
World Wide Imaging Supplies	Office Products	8-75030

TPSS-State Travel Management Program;

Vendor	Contract Description	Contract
Enterprise Rent a Car	Car Rental	TX-C1080
Avis Rent a Car Systems	Car Rental	TX-C1080

TIPS;

Vendor	Contract Description	Contract
Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor & Materials	8032609
3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	01-032609 1072309

US Communities;

Vendor	Contract Description	Contract
Auto Zone	Auto Parts & Accessories	0601343
Graybar	Electrical Products	MA-43272-6
Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A
Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b
The Home Depot	Maintenance/Hardware Supplies	05091

TCPN;

Vendor	Contract Description	Contract
CDW	Computer, Components, Peripherals & Software	R-4713
GovConnection	Computer, Components, Peripherals & Software	R-4718
M & A Technology	Computer, Components, Peripherals & Software	R-4721
Office Depot	Office & School Supplies	R-4670
Tandus US LLC	Commercial Floor Covering Systems	R-4882
Tech Depot	Computer, Components, Peripherals & Software	R-4716
Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-4669
Tremco	Roofing Products & Services	R-4812
ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-4679
Xerox Corporation	Document Management (Copiers)	R-4671
Xerox Supplies	Paper fine	R-4929

GSA;

Vendor	Contract Description	Contract
CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J
Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D
Tactical Gear Now, Inc.		GS-07F-5508R

HGAC;

Vendor	Contract Description	Contract
Motorola	Communication Equipment & Services	RA01-08
Sprint	Communication Equipment & Services	CW-05/02
Superior Alarms	Surveillance & Access Control Equipment	SE05-05
EF Johnson Co.	Communications Equipment & Services	RA01-08
A & B Communications	**Communications Equipment & Services**	**RA01-08**

***Denotes: New Vendor added for approval**

Requisition

Req # 00171635

PO #

Date: 03/03/10

Bill To: x
x

Vendor : 377929
A & B COMMUNICATIONS
4813 LEOPARD STREET
CORPUS TX 78408
FAX (361)884-7651

Ship To: HIDTA
3100 S. Closner
Foxtrot Bldg.
Edinburg TX 78539

Contact: DORA L. MUNOZ
956-381-0444

Contract No:

Special Instructions:
51

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		HGAC#RA01-08 DO NOT DUPLICATE ORDER		
1.00	EACH	5300 MOBILE RADIO	4,640.00	4,640.00
1.00	EACH	5300 MOBILE RADIO	4,640.00	4,640.00
1.00	EACH	5300 MOBILE RADIO	4,640.00	4,640.00
1.00	EACH	5300 MOBILE RADIO	4,640.00	4,640.00
1.00	EACH	5300 MOBILE RADIO	4,640.00	4,640.00
1.00	EACH	5300 MOBILE RADIO	4,640.00	4,640.00
1.00	EACH	5300 MOBILE RADIO	4,640.00	4,640.00
1.00	EACH	5300 MOBILE RADIO	4,640.00	4,640.00
1.00	EACH	5300 MOBILE RADIO	4,640.00	4,640.00
10.00	EACH	REMOTE SPEAKER	44.00	440.00
1.00	EACH	5100 ES PORTABLE RADIO	3,364.00	3,364.00
1.00	EACH	5100 ES PORTABLE RADIO	3,364.00	3,364.00
1.00	EACH	5100 ES PORTABLE RADIO	3,364.00	3,364.00
1.00	EACH	5100 ES PORTABLE RADIO	3,364.00	3,364.00
1.00	EACH	5100 ES PORTABLE RADIO	3,364.00	3,364.00
5.00	EACH	SPEAKER MICROPHONE (IMMERSION CAPABLE)	128.00	640.00
5.00	EACH	ACCESSORY ADAPTER WITH 3.5 MM JACK (INTRINSICALLY SAFE)	68.00	340.00
5.00	EACH	LILON ULTRA-HIGH CAPACITY BATTERY PACK, IMMERSION RATED	108.00	540.00
5.00	EACH	TRI-CHEMISTRY CHARGER/CONDITIONER WITH SWITCHED POWER SUPPLY, RAPID RATE	120.00	600.00
15.00	EACH	4 YEAR EXTENDED WARRANTY	200.00	3,000.00
1.00	EACH	SUBSCRIBER MANAGEMENT ASSISTANT (SMA) kEYLOADING KIT	2,560.00	2,560.00
1.00	EACH	5100 SERIES PORTABLE RADIO KEY LOADER CABLE FOR SUBSCRIBER MANAGEMENT ASSISTANT KEYLOADING KIT	220.00	220.00
1.00	EACH	5300 STANDARD SERIES MOBILE RADIO KEY LOADER CABLE FOR SUBSCRIBER MANAGEMENT ASSISTANT (13-PIN)	240.00	240.00
1.00	EACH	PC CONFIGURE AND RFX KIT, PORTABLE (SOFTWARE AND MANUAL ON CD AND PORTABLE USB PROGRAMMING CABLE)	396.00	396.00
1.00	EACH	PROGRAMMER ADAPTER FOR HHC (5300 SERIES MOBILE)	160.00	160.00
1.00	EACH	ENHANCED SYSTEM KEY - MASTER KEY	200.00	200.00
1.00	EACH	ENHANCED SYSTEM KEY - SLAVE KEY	140.00	140.00

Authorized By: _____

Requisition

Req # 00171635

PO #

Date: 03/03/10

Bill To: x
x

Vendor : 377929
A & B COMMUNICATIONS
4813 LEOPARD STREET
CORPUS TX 78408
FAX (361)884-7651

Ship To: HIDTA
3100 S. Closner
Foxtrot Bldg.
Edinburg TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	INSTALLATION	20,871.80	20,871.80
1.00	EACH	SHIPPING	474.54	474.54
		Account No	Encumbrance	
		0-1254-412-00-270-014-0-748	23,134.34	
		0-1291-412-00-270-003-8-748	70,908.00	
			Freight	.00
			Total	94,042.34
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

PREPARED BY:

Name: Patrick Russell

A&B Communications

4813 Leopard Stree

Corpus Cristi, Tx 78408

Phone # *361 884-3083*

Quote #:	22510
Contract #:	HGAC #ra01-08
Quote Date:	02/25/10

SUBMITTED TO:

Company Name: Hidalgo County Task Force H.I.D.T.A.

Contact: Chris Yates

Address: PO Box 5719

McAllen, TX 78502-5719

Phone # 956-381-0444

Fax # 956-381-8722

Email address: cyates@hidataskforce.com

Line Item	Qty	Catalog #	Description	Quoted Unit Price	Total Amount	List Price	HGAC Disc	Discount Price
1	10	5326-55-23-07-60-81	5300 Mobile, Remote Mount; VHF 100 Watt, Handheld Controller, Single Remote/Accessory Cable, P25 Trunking, ,DES/DES OFB/AES Encryption (Multi-Key), MDC1200 Compatibility, 256 Channels/Talkgroups	$4,640.00	$46,400.00	$5,800.00	20%	$4,640.00
2	10	250-0151-005	Remote Speaker, environmentally sealed	$44.00	$440.00	$55.00	20%	$44.00
3	5	511B-240-23-08-60-81	5100 ES Portable » Model II » VHF » 151-162 MHz Antenna » NiMH Battery Pack » Black Housing » P25 AMBE+2 » Conventional/SMARTNET II/SmartZone/P25 Trunking » 256 Channels/Talkgroups » DES/DES-OFB/AES Encryption (Multi-Key) » MDC1200 Compatibility	$3,364.00	$16,820.00	$4,205.00	20%	$3,364.00
4	5	589-0015-056	Speaker Microphone (immersion capable)	$128.00	$640.00	$160.00	20%	$128.00
5	5	589-5100-051	Accessory Adapter with 3.5 mm jack (Intrinsically Safe)	$68.00	$340.00	$85.00	20%	$68.00
6	5	587-5100-364	Lilon Ultra-High Capacity Battery Pack, Immersion Rated	$108.00	$540.00	$135.00	20%	$108.00
7	5	250-5100-315	Tri-Chemistry Charger/Conditioner with Switched Power Supply, Rapid Rate	$120.00	$600.00	$150.00	20%	$120.00
8	15	299-0045-045	4 Year Extended Warranty	$200.00	$3,000.00	$250.00	20%	$200.00
9	1	250-5000-945	Subscriber Management Assistant (SMA) Keyloading Kit Includes: Handheld PDA device, case, adapter cable, charger, operating system, manuals. Supports DES, DES-OFB, AES, encryption keyloading via SLN/CKR protocol (Radio Cable ordered separately)	$2,560.00	$2,560.00	$3,200.00	20%	$2,560.00
10	1	023-5000-940	5100 Series Portable Radio Key Loader Cable for Subscriber Management Assistant Keyloading Kit	$220.00	$220.00	$275.00	20%	$220.00
11	1	023-5000-950	5300 Standard Series Mobile Radio Key Loader Cable for Subscriber Management Assistant (13-pin)	$240.00	$240.00	$300.00	20%	$240.00

12	1	250-5100-104	PC Configure and RFX Kit, Portable (software and manual on CD and portable USB programming cable)	$396.00	$396.00	$495.00	20%	$396.00
13	1	023-5300-140	Programmer adapter for HHC (5300 Series Mobile)	$160.00	$160.00	$200.00	20%	$160.00
14	1	250-5000-971	Enhanced System Key - Master Key	$200.00	$200.00	$250.00	20%	$200.00
15	1	250-5000-973	Enhanced System Key - Slave Key	$140.00	$140.00	$175.00	20%	$140.00
16	1	Installation	Installation Includes custom installation of 10 remote mount mobiles in non marked vehicles to include Stico disguise antennas, programming P25 encryption and radio programming, privide one (1) Pryamid P25 Vehicular repeater with AES/DES Encryption for command vehicle, provide training on programming and encryption keyloading and operation.	$20,871.80	$20,871.80	$26,089.75	20%	$20,871.80

Valid 90 days from Quote Date

Quote Term: Freight On Board Ship point

Shipment: Net 30 days

Terms:

Sub-Total	$93,567.80
Tax	
Shipping	$474.54
Total	$94,042.34

Tanya.Delira

From: Patrick Russell [PRussell@abcomm.net]
Sent: Tuesday, March 02, 2010 2:27 PM
To: tanya.delira@co.hidalgo.tx.us
Cc: Steven M. Roberts
Subject: Revised Quote and HGAC docs
Importance: High
Attachments: HGACdocuments.pdf; Hidalgo022510.pdf

Hi Tanya,
Thanks so much for the call. I have attached the HGAC documents that we discussed. Please feel free to discuss them or send them to Ms James at HGAC if necessary. A&B Communications is now the authorized HGAC dealer for EF Johnson in Texas and the purchase order should be made out to us.

Also attached is the revised "list-price" quotation. You may apply the HGAC discount to these prices, and Hidalgo County's "net-price" will be slightly less than the previous quotation. If it is necessary to split-up certain line items on your purchase order for accounting purposes, I will be happy to assist you if needed. I will immediately order this equipment upon receipt of your purchase order. Please don't hesitate to contact me for additional information.

Best Regards,

Patrick Russell
A&B Communications
361 884-3083
361 884-7651 fax
prussell@abcomm.net

CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contract Assignment and Assumption Agreement is made by and between the **Houston-Galveston Area Council of Governments (H-GAC),** EFJohnson **Technologies (Contractor)** and A&BCommunications, **(Assignee).**

WHEREAS, **Contractor** entered into a cooperative purchasing Contract, identified as **RA01-08**, with **H-GAC** for the sale of **Radio Communication/Emergency Response & Mobile Interoperable Equipment** to various End User governmental agencies participating in **H-GAC's** Cooperative Purchasing Program; and

WHEREAS, **Contractor** assigns the performance of its obligations under the Contract to **Assignee** for cooperative purchasing business in specific areas (per attached Information Sheet); and

WHEREAS, **Assignee** shall perform as stipulated in the original Contract (a copy of which is attached hereto) and comply with all the terms and conditions set forth therein; and

WHEREAS, **Contractor** will continue as originally contracted with **H-GAC**; and

NOW THEREFORE, **Assignee** agrees to accept this assignment, and **H-GAC** concurs.

All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council:** _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council:** _____
Deidre Vick, Public Services Director
Date: Dec 8, 2009

Signed for **EFJohnson Technologies:** _____ Date: 12/1/09
Irving, Texas (Signature of Contractor)

Massoud SAFAVI, COO
Printed Name & Title

Signed for **A&B Communications:** _____ Date: 11/25/09
Corpus Christi, Texas (Signature of Assignee)

Tim Braly - President
Printed Name & Title

Houston-Galveston Area Council

December 21, 2009

Tim Braly, President
A & B Communications
4813 Leopard St.
Corpus Christi, TX 78408

RE: **Contract Assignment and Assumption Agreement - Contract #RA01-08-Radio Communication/Emergency Response & Mobile Interoperable Equipment (Assignment to A & B Communications)**

Dear Mr. Braly:

Enclosed is one completely executed contract assignment agreement for Assignment to A & B Communication by EFJohn Technologies. Should you require further information concerning this contract, please call me at 713-993-2446.

Sincerely,

Veronica Johnson
Contract Specialist
Houston Galveston Area Council

Enclosure

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Recycled

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027-6466
Phone 713-627-3200

EFJohnson
TECHNOLOGIES

November 10, 2009

HGAC
3555 Timmons Suite120
Houston, Texas 77027
Attn: Veronica Johnson
Contract Specialist

Subject: Assignment Contract

Dear Ms. Johnson,

EFJohnson Technologies wishes to assign to it existing contract RA01-08 A&B Communications for the purposes of marketing and selling its products.

Below is the contact information for A&B Communications to be used for the Assignment Contract.

1) Name and phone number of the contact person(s)
   Patrick Russell 361-673-4550

2) Email address
   prussell@abcomm.net

3) Purchase order address
   Braly Communications, Inc.
   dba: A & B Communications
   4813 Leopard St.
   Corpus Christi, Texas 78408

4) Payment address
   Braly Communications, Inc.
   dba: A & B Communications
   4813 Leopard St.
   Corpus Christi, Texas 78408

5) Invoice address
   Braly Communications, Inc.
   dba: A & B Communications
   4813 Leopard St.
   Corpus Christi, Texas 78408

EFJohnson
TECHNOLOGIES

6) Territory or areas Assignee(s) is being assigned to cover under the contract Texas Counties as follows:

Nueces, Kleberg, Kenedy, Willacy, Cameron, Hidalgo, Starr, Jim Hogg, Brooks, Zapata, Duval, Jim Wells, San Patricio, Live Oak, McMullen, Victoria, Calhoun, Webb, Bexar, Wilson, Frio, Atascosa, Goliad, Karnes Guadalupe, Medina, Uvalde, Val Verde, Kinney, Maverick, Dimmit, La Salle, Gonzales, Refugio,

Ms. Johnson should you require any additional information please contact at 972-624-0863.

Sincerely,

Larry Miller
EFJohnson Technologies
Texas Territory Sales Manager
Email: lmiller@efjohnson.com
Tel: 972-624-0863
Fax: 972-624-0865

AI-20226 **19.A.5.**

Hidalgo County Primary Care and Substance Abuse Facility Award of Bid Recomm

CC REGULAR

Date:	03/12/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Consideration and action on a recommendation by project engineer Quintanilla, Headley and Associates, Inc., to award to the lowest bidder meeting all specifications: The 5125 Company in the total amount of $119,512.50 for Bid No. 2010-050-02-24-MSS -"Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements" project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-002-0-841

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 3-5-10 $139,419.00. These monies are going to be used for payment unrelated to this project.

Funding source will be identified prior to contract award.

Attachments

Link: Bid Award Recommendation

Link: Bid Tabulation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/04/2010 05:01 PM	APRV
2	Budget & Management	Erika Zamora	03/04/2010 05:06 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/05/2010 08:20 AM	APRV
4	Auditor's Office	Angela Garcia	03/05/2010 08:38 AM	APRV
5	Ivan Cantu	Ivan Cantu	03/05/2010 01:59 PM	APRV

Form Started By: Moises Salazar Started On: 03/03/2010 04:41 PM

Final Approval Date: 03/05/2010

Municipal Projects
- Subdivisions
- Surveys

Quintanilla, Headley and Associates, Inc.
Consulting Engineers • Land Surveyors
124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

Alfonso Quintanilla, P.E., R.P.L.S.
Eulalio Ramirez, P.E.
Registration Number
F-1513

March 1, 2010

Moises Salazar, Buyer II
Hidalgo County Purchasing Department
2802 South Hwy. 281
Edinburg, TX 78539

Re: Hidalgo County Primary Care and Substance Abuse Facility
Site and Utility Improvements Bid # 2010-050-02-24-MSS

Dear Mr. Salazar:

Bids for the above mentioned project were received and opened on February 24, 2010. Three bids were received and are as follows:

1. Total Commitment, LLC	$	220,525.00
2. United Contracting, Inc.	$	223,941.00
3. The 5125 Company	$	119,512.50 – ok

We have reviewed and checked the bids and they are correct.

We are recommending that this contract be awarded to the lowest responsive bid from The 5125 Company in the amount of $119,512.50.

Should you have any questions or require additional information, please let us know. Thank You.

Respectfully,

Eulalio Ramirez, P.E.
Project Manager

3/3/10
Health + Human Services
Eduardo Olivarez
I agree with Quintanilla, Headley + associates recommendation

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION

DEPARTMENT NAME: Hidalgo County

BID OPENING DATE: February 24, 2010	**OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Primary Care and Substance Abuse Facility Site and Utility Improvements"

BID NO: 2010-050-02-24-MSS

No.	NAME OF COMPANY	TOTAL BID	BID BOND		
1.	**Total Commitment**	**$220,525.00**	√		
2.	**United Contracting, Inc.**	**$223,941.00**	√		
3.	The 5125 Company	**$219,512.00**	√		
4.					
5.					
6.					
7.					
8.					

AI-20222 **19.A.6.**

Pathologist to Provide Turnkey Autopsy & Related Services
CC REGULAR

Date:	03/12/2010
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of an additional procurement option recommended and supported by (DA, Purchasing, Budget and Executive Officer) in connection with the County's current program for Autopsy, Facility for Autopsy and Transport Services:

a. Authority to advertise/publish a Request for Qualifications (an RFQ) with approval of procurement packet (i.e. requirements, legal notices & draft contract including a proposed five year initial term) as attached hereto for: "Pathologist to Provide Turnkey Solution for Autopsy & Related Services-Hidalgo County"-RFQ No. 2010-002-00-00-otm; and, if applicable;

b. Continue with or cancel the following authorized project for publication: Facility to Conduct Autopsies and Related Services by County's contracted pathologist.

BACKGROUND

Proposed Ad dates will be determined at a later date

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-080-003-0-344

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 3-5-10 $676,007.45.

Attachments

Link: draft contract

Link: draft specs

Link: legal notice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/05/2010 02:02 PM	APRV
2	Budget & Management	Erika Zamora	03/05/2010 02:06 PM	APRV

3	Ivan Cantu	Ivan Cantu	03/05/2010 03:50 PM	APRV
4	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Olga Montero Started On: 03/03/2010 04:23 PM

Final Approval Date: 03/05/2010

DRAFT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS Agreement, made and entered into this ____ day of _____, 2010, by and between **HIDALGO COUNTY, TEXAS** (the "County") **and _____, M.D.,** an individual engaged in the practice of medicine and specializing in forensic pathology (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County does not have a medical examiner's office and as such the need exists to contract the services of a pathologist to perform autopsies on an as needed basis;

WHEREAS, the parties recognize that the proper functioning of autopsies and the related services requires the supervision and direction of a physician who has the training, experience, and qualifications necessary to practice medicine in the specialty of pathology;

WHEREAS, Contractor was the successful respondent to the Request for Qualifications ("RFQ") sought by the County for a contractor to provide turnkey autopsies and related services more particularly described in the "Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County Bid No. 2010-002-00-00-otm" the Curriculum Vitae of _____, M.D., (see Exhibit "B" attached hereto); and the Hidalgo County Request for Qualifications Bid No. 2010-002-00-00 otm (see Exhibit "C" attached hereto), all of which are incorporated herein and made a part of this Agreement;

WHEREAS, County has determined that the proper, orderly and efficient delivery of quality autopsy services, as described in Exhibits A, B, and C, collectively hereinafter

referred to as the "Services" to the County, can be accomplished best by contracting with Contractor;

WHEREAS, County has determined that for proper and efficient operation of the Services, the Contractor must complete autopsies within twenty-four (24) hours of receiving such order and that the Contractor must be available to provide the Services that are requested twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year as further described herein;

WHEREAS, Contractor is willing to accept the responsibility of providing Services to County in accordance with recognized medical standards, and the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the performance of the Services during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other, as follows:

1. OBLIGATIONS OF THE CONTRACTOR

Contractor agrees to provide the following services to the County during the term of this Agreement:

1.1 Autopsies. For purposes of this Agreement, an "autopsy" shall include but not be limited to:

> "A post mortem examination of the body of a person, including x-rays and an examination of the internal organs and structures after dissection, to determine the cause of death or the nature of any pathological changes that may have contributed to the death and includes removing a sample of body fluids, tissue or organs in order to determine the nature and cause of death even when a complete post mortem examination of the body is not done."

The Contractor shall provide all of the components necessary to perform an autopsy, including but not limited to providing an X-ray machine, an X-ray developer,

histology lab services and toxicology lab services. Contractor agrees to use proper professional standards and devote such time necessary to provide the Services on an as needed basis.

1.2 Logistics. Contractor will provide personnel, space, equipment, and supplies necessary to perform autopsies. **HOWEVER, SHOULD THE COUNTY SECURE A FACILITY AT WHICH THE CONTRACTOR WILL PERFORM AUTOPSIES AND SHOULD THE COUNTY ALSO SECURE NECESSARY EQUIPMENT AND SUPPLIES FOR THE PEROFRMANCE OF AUTOPSIES (THROUGH ITS FACILITY VENDOR), THEN THE PARTIES AGREE THAT THE AMOUNT OF THIS AGREEMENT SHALL BE REDUCED TO INCLUDE ONLY THE CONTRACTOR'S SERVICES FOR THE PERFORMANCE OF AUTOPSIES AND RELATED SERVICES AND NOT THE COST OF A FACILITY AND/OR EQUIPMENT**.

1.3 Contractor agrees to confine her practice to serving the County except when practice at other institutions or locations does not impair the fulfillment of her obligations under this Agreement as determined by the County in its sole discretion, and such other practice is agreed to in writing by the County.

1.4 Administration. The Contractor will communicate with the County regarding the administration of autopsies. Notwithstanding anything herein to the contrary, the County will not have or exercise any control over the manner in which the medical duties of the Contractor are performed as would jeopardize the status of the Contractor as an independent contractor.

1.5 Quality of Care. The Contractor will continually work to improve the quality of and maintain a reasonable cost for autopsies furnished on behalf of the County.

1.6 Records. The Contractor shall, at Contractor's expense, keep or cause to be kept in an adequate filing system, accurate and complete records of each autopsy performed. Such records shall be the property of the County. Upon termination of this Agreement, Contractor agrees to deliver to County all records in its possession pertaining to the Services within thirty (30) days.

1.7 Education. Contractor shall attend conferences and meetings at her own expense, provided such attendance does not impair the performance of her obligations under this Agreement.

1.8 Coverage. Contractor will be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate autopsy coverage during any absence. Contractor agrees to complete autopsies within twenty-four (24) hours of receiving an order for an autopsy and shall be available to provide the Services twenty-four (24) hours a day, seven (7) days a week, and three hundred and sixty-five (365) days a year. Contactor shall remain responsible for the Services at all times during the term of this Agreement. However, the parties agree that the Contractor may have a qualified substitute physician render the Services. Contractor must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of Services should Contractor not be available for a period exceeding twenty-four (24) hours. **FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED.** While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another forensic pathologist other than Contractor perform the services on a regular basis. Any abuse of this substitute physician provision by Contractor, in the opinion of the County, shall result in the County having sole discretion to terminate this Agreement immediately.

1.9 Criminal Proceedings. Contractor agrees to testify, when necessary, in all criminal proceedings as required by subpoena including but not limited to inquest hearings, trials and other judicial processes. Contractor shall also submit to the Hidalgo County District Attorney's Office, no later than two (2) weeks after an autopsy has been completed, written reports including but not limited to all findings from the completed autopsy and all laboratory results.

1.10 Ethics. Contractor shall insure that in performing services under this Agreement, that all work shall be performed using best and most diligent efforts and professional skills and shall render care in accordance with and in a manner consistent with the highest standards of the specialty of forensic pathology and that all conduct shall be in a manner consistent with the principles of medical ethics and of the American Medical Association.

1.11 Certification. The Contractor shall be board eligible or certified in Anatomic and Forensic Pathology and/or by the American Board of Pathology and shall be licensed to practice medicine in the State of Texas.

2. INSURANCE COVERAGE

2.1 Professional Liability Insurance. At all times during the term of this Agreement, the Contractor will carry professional liability insurance in the amount of $100,000.00/$300,000.00 at Contractor's expense. The Contractor will provide a certificate of insurance to the County evidencing such coverage and will notify the County immediately if any change in coverage occurs for any reason.

2.2. Automobile Insurance. Contractor shall also provide proof of automobile liability insurance coverage with limits of at least $300,000.00/$500,000.00, consistent with potential exposure to County under the Texas Torts Claims Act. Coverage shall include injury or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder.

2.3. Optional Medical Malpractice Insurance. It is further agreed that in the event of cancellation or termination of the Agreement, the Contractor shall purchase the Optional Extension Period Coverage available to a physician under their medical malpractice insurance policy. Evidence of such coverage shall be immediately furnished to the County on request by the County.

3. CONTRACTOR'S COVENANTS AND WARRANTIES

3.1. Contractor makes the following representations and warranties to County:

3.2 Licensure. Contractor is duly licensed to practice medicine in the State of Texas and is board eligible or certified in the field of Anatomic and Forensic Pathology.

3.3 Suspension of License. Contactor has not practiced medicine in any state in which her license has ever been suspended or revoked.

3.4 Discipline. Contractor has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local medical society or specialty board.

3.5 Malpractice Judgment. There has never been entered against Contractor a final judgment in a malpractice action having an aggregate award to the plaintiff in excess of $10,000.00.

3.6 Settlement. No action based on an allegation of malpractice by Contractor has ever been settled by payment to the plaintiff of an aggregate amount in excess of $10,000.00.

3.7 Membership Denial. Contractor has never been denied membership or re-appointment of membership on the medical staff of any hospital, and no hospital medical staff membership or clinical privileges of Contractor have ever been suspended, curtailed, or revoked.

4. PARTIES' RELATIONSHIP

4.1 Relationship of the Parties. Contractor, at all times will act as an Independent Contractor providing the Services and will not act or hold herself out to third parties as an employee or agent of County in the provision of the Services under this Agreement. The County shall not control how the results or the details of the Services are provided and/or achieved. As an Independent Contractor, Contractor shall supply her own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services (except as provided for in paragraph 1.2 above in which the County may contract with another to provide the facility and/or equipment) and shall not rely on or

require the County to supply any of the above, unless otherwise specified in this Agreement.

5. TAXES AND BENEFITS

5.1 County will not withhold income tax or Social Security tax on behalf of the Contractor or any of Contractors partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise against the County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Contractor will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

6. INCURRING FINANCIAL OBLIGATION

6.1 Contractor will incur no financial obligation on behalf of the County without prior written approval of the County. Contractor will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

7. OTHER PERSONNEL

7.1 All salaries, wages, taxes, insurance, worker's compensation insurance and other expenses and benefits incidental to the employment of physicians, non-physicians or other personnel by the Contractor will be the responsibility and obligation of the Contractor.

9. CONSULTATION

8.1 Consultation. While this Agreement is in effect, the parties intend that the Contractor shall be the exclusive source of performing the Services for the County. However, the County may allow another pathologist to perform the Services in emergency cases, special circumstances or in cases for which the Contractor or any associates of the Contractor are not qualified or are unable to render services.

9. FEES

9.1 Fees. The Contractor shall be compensated in accordance with the Cost Proposal attached hereto in Exhibit "A". This fee schedule may be amended only by the mutual written agreement of the Contractor and the County. The Contractor will bill and collect fees only for actual Services performed on behalf of the County in accordance with the specifications.

10. NON-DISCRIMINATION

10.1 Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing Services under this Agreement or in the selection of physicians or non-physician employees, or independent contractors.

11. REGULATORY REQUIREMENTS

11.1 Contractor will perform the Services at all times in compliance with federal, state, and local laws, rules, regulations and all currently accepted and approved methods and practices of the professional specialty of forensic pathology.

12. HOLD HARMLESS

12.1 The Contractor will indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by,

resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was the Contractor's or that of any person providing services hereunder through or for the Contractor. Upon written notice from the County, the Contractor will resist and defend at his own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Contractor will carry proper insurance with the County as an additional named insured to the extent such is reasonably available.

12.2 To the extent provided for by law, the County will indemnify and hold the Contractor harmless from any and all claims, actions, liability, or expenses (including costs of settlements, judgments, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Agreement.

13. TERMINATION OF AGREEMENT

13.1 Term. The initial term of this Agreement shall be twelve (12) months commencing _____ 2010, and shall be renewed for an additional twelve (12) month period unless otherwise terminated as provided herein.

13.2 Termination without Cause. The County and the Contractor each shall have the right to terminate this Agreement without cause on sixty (60) days written notice to the other.

13.3 Termination with Cause.

A. Termination by County. The County may terminate this Agreement immediately upon the occurrence of any of the following events:

(1) Any conduct of the Contractor which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the County.

(2) The failure of Contractor to provide coverage as required by Section 1.8 (Coverage) herein.

(3) The resignation, expulsion, suspension, disciplining of Contractor or the loss of privileges as a forensic pathologist; the loss of Contractor's professional medical licenses; the loss of Contractor's pathologist board certification in the field of forensic pathology; or the loss of or failure to provide evidence of liability insurance, as required by Section 2.1 (Insurance) herein.

(4) The conviction of the Contractor of any crime punishable as a felony involving moral turpitude or immoral conduct.

(5) The death of Contractor or the occurrence of illness or injury reasonably likely to lead to the inability of Contractor to personally perform services under this Agreement for a period in excess of thirty (30) days.

(6) The failure of Contractor immediately to bar any individual from performing services under this Agreement, if such individual does not meet the qualifications required by this Agreement, if such individual commits a material breach of one of the terms of this Agreement, or if one of the events listed in (1) through (4) above occurs with respect to such individual.

(7) In addition, if the Contractor commits a material breach of any of the terms of this Agreement, other than those listed in subsections (1) through (6) above, then the County may terminate this Agreement upon no less than thirty (30) days written notice.

(8). Termination by Contractor. In the event the County breaches any material term of this Agreement, then the Contractor may terminate this Agreement upon no less than thirty (30) days written notice.

13.4 Non-Interference. Following the expiration of this Agreement or its termination with or without cause, Contractor agrees to do nothing that may interfere with any County contract with any other individual or entity for the provision of the Services.

14. NOTICES

14.1 Notice. Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to the Contractor: _____

If to County: _____

15. LAW

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas.

16. NO IMPLIED WAIVER

Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

17. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

18. ASSIGNABILITY

The Contractor may not assign Contractor's rights or obligations under this Agreement without the County's written consent. Any assignment in violation of this

provision shall give the County the right to terminate this Agreement immediately, upon written notice to the Contractor.

19. AMENDMENTS

Any amendments to this Agreement will be effective only if in writing and signed by the County and the Contractor.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

21. INTERPRETATION

The defined terms used herein are for convenience only and do not limit the contents of this Agreement.

22. NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

23. VARIATIONS OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

24. AUTHORIZATION FOR AGREEMENT

The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Contractor and County in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES on this the _____ day of _____, 2010.

_____, **M.D.**

_____

HIDALGO COUNTY

_____
Rene A. Ramirez, County Judge

ATTESTED

_____
Arturo Guajardo, Jr, County Clerk

Approved as to Form:
Atlas & Hall, L.L.P.

_____
By:

DRAFT

EXHIBIT "A"

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

Pathologist to Provide Turnkey
Autopsy and Related Services

The County of Hidalgo is seeking to engage the Services of a State Registered "Texas" Physician/Pathologist to provide **"Turnkey Autopsy and Related Services " for Hidalgo County on "as needed" basis** as specified herein. The related services are to include that the vendor must have access to an AUTOPSY FACILITY in Hidalgo County. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, _____, 2010. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFQ Number 2010-002-00-00
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
100 E. Cano, 4th Floor
Edinburg, Texas 78539

The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.

The following outlines the Request For Qualifications:
SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB/Purchasing Agent, at 100 E. Cano, 4th Floor, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN** Wednesday, August 3, 2005 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, August 5, 2005. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational

qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering qualifications, to have a Purchasing Department representative time date and stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II RFQ REQUIREMENTS:

Request For Qualifications: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and ten (10) copies** of the RFQ shall be submitted to the address on the cover letter.

Project Overview:

Chapter 49 of the Code of Criminal Procedure applies to the inquest into a death occurring in a county that does not have a medical examiner's office or that is not part of a medical examiner's district. Therefore, in order to comply with an order by a Justice of the Peace that an autopsy is necessary as a result of an inquest, the need exists and it is the intention of the Hidalgo County to contract the services of a Pathologist. The County of Hidalgo will receive Statements of Qualifications from interested Physicians for the provision of "Turnkey Autopsy and Related Services" on an "As Needed Basis". Hidalgo County has over the last three (3) years, averaged two hundred (200) autopsies per year (no annual volume is implied or guaranteed).

Scope of Services:

Hidalgo County, as stated previously herein, is seeking interested and qualified Physicians to submit Statements of Qualifications to provide "Turnkey Autopsy and Related Services" on an "As Needed Basis."

The following is a general description of, but not limited to the services required the project described in the project overview:

1. Physician contracted will be expected to perform and provide all the components necessary but not limited to the facility, X-Ray machine, X-Ray developer, Histology lab and Toxicology Lab to provide and render the services required by Hidalgo County.

2. Physician contracted will be responsible to transport a dead body to and from any location that requires the services detailed in Item (1) above at no additional cost to Hidalgo County.

3. Physicians will be required to contract with a laboratory to perform a forensic analysis for the purposes of introducing physical evidence for use in a criminal proceeding, such laboratory should be accredited according to rules set forth by Department of Public Safety.

4. A post mortem examination of the body of a person, including x-rays and an examination of the internal organs and structures after dissection, to determine the cause of death or the nature of any pathological changes that may have contributed to the death and includes removing a sample of body fluids, tissue or organs in order to determine the nature and cause of death even when a complete post mortem examination of the body is not done and chemical tests of body fluids; and

5. Testifying, when necessary, in all criminal proceedings as required by subpeona including but not limited to inquest/inquest hearings and; the submission of a written report including but not limited to all findings from a complete autopsy and accompanied by all laboratory results are to be submitted to the Hidalgo County District Attorney's Office two (2) weeks after autopsy has been completed, or earlier.

6. An autopsy, as ordered by a Justice of the Peace and directed by the appropriate County officials, must be completed within twenty-four (24) hours of said order. Pathologist must be available to provide the services requested twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

7. **Initial term of contract will commence upon award and execution of contract for a two (2) year term and will expire December 31, 2007, with the County's sole option to renew for an additional one (1) year term under the same fees/rates, terms and conditions.**

8. Hidalgo County reserves the right to terminate this agreement by giving the contracted party sixty (60) days written notice of cancellation or until a new physician has been contracted whichever comes first.

9. In the event that the County of Hidalgo creates/establishes a medical examiner's position, this agreement would be terminated upon the hiring of a medical examiner.

10. Twenty-Four (24) Hours of notification of proper official: Physician is responsible to have a qualified physician to render said services in his absences which exceed twenty-four (24) hours and shall submit the name of the qualified Pathologist that will provide the services requested within the specified time limit. Pathologist will be on call 24/7.

Continuation: Scope of Services:

10. Turnkey Service; Medical/Assistance Staff and Autopsy Facility: Pathologist (Physicians) contracted will be expected to engage the services of any medical assistants to render autopsies, with no additional expense or liability to the County of Hidalgo; as well as, access to an Autopsy Facility within Hidalgo County.

11. The contractor shall provide his/her own telephone and pager numbers to the appropriate County officials.

13. Hidalgo County will contract with an awarded vendor to Transport Dead Bodies to the facility designated by the Physician. Contracted Physician will provide Hidalgo County with location and address of Autopsy Facility. Physician's facility must be accessible and available to the County's Transport Contractor 24 hours a day, seven days a week, 365 days a year.

Qualifications for the Pathologist:

A. Education-Forensic Science:

The minimal qualifications of an expert pathologist include the following:

1. College and medical school (generally eight years); graduation as a Doctor of Medicine from an accredited medical school, with specific training and/or experience in pathology, toxicology, histology and other medical-legal sciences, or any equivalent combination of experience and training which provides the required knowledge, skills and abilities;

2. Residency in pathology (four years);

3. Board eligible or certified in Anatomic and Forensic Pathology and/or American Board of Pathology;

4. Licensed to practice medicine in Texas .

B. Additional Educational Requirements (Foreign Medical Student):

In order to be licensed to practice medicine in the United States, foreign medical graduates are required to fulfill certain additional prerequisites including:

1. Graduation from a foreign medical school recognized by the Educational Committee for Foreign Medical Graduates (ECFMG);

2. Submission of educational credentials including a detailed list of grades to the ECFMG;

3. Passing an English and Professional examination given by the ECFMG (the passing grade being 75% or more).

The Educational Committee for Foreign Medical Graduates is a nonprofit organization sponsored by the American Board of Medical Specialties, American Hospital Association, Association of Medical Colleges, American Medical Association, American Medical Association for Hospital Medical Education, Federation of State Medical Boards of the United States, and the National Medical Association.

C. Certification(s):

A residency in general pathology is a prerequisite for a residency in forensic pathology. Various combinations of pathology and forensic pathology residency are acceptable in acquiring eligibility for the American Board of Pathology Certification examinations. All acceptable residencies must be taken in programs conducted by institutions specifically approved for this purpose by the American Specialty Boards. There are several hundred approved training programs in anatomic and clinical pathology in various hospitals throughout the country, but only about 30 approved programs in forensic pathology. The approved programs may consist of:

A. Four years in anatomic pathology and one year in forensic pathology; eligibility for certification in anatomic and forensic pathology: (preferred)

B. Two years in anatomic pathology and two years in forensic pathology; eligibility for certification in anatomic and forensic pathology. (minimum)

D. Forensic Professional Associations

Membership and official positions in various forensic organizations. Some major American medio-legal associations are:

The American Academy of Forensic Science (membership limited to individuals actively involved in forensic sciences including pathology, toxicology, odontology, anthropology, psychiatry, criminalistics, and questioned documents);

The American College of Legal Medicine (full fellowship is granted only associate membership);

The National Association of Medical Examiners (criteria or admission are similar to those of the AAFS).

Contents: The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

A. Complete and current "Curriculum Vitae" to include:

1. Education
2. Qualifications
3. Copy of current license to practice in Texas
4. Copy of professional liability insurance with limits (see minimum limits on all insurance required by Hidalgo County described in Exhibit "C" included in this packet)

B. Expertise:

1. List all memberships in professional organizations and board certifications currently held
2. Letter of "Good Standing" from Medical Examiners Board

C. **Experience:**

1. Professional history
2. Prior or current contracts of similar nature
3. Give references/tenure either expiration of contract or termination. Any references that you might provide, please include contact name and phone numbers.

D. **Understanding of the Scope of Services Required**

1. Your response to the RFQ (Request for Qualifications) should describe your understanding of the scope of services listed herein and a brief narrative of the methodology and approach to rendering the services required, including access to an Autopsy Facility in Hidalgo County.
2. Statement of commitment to adhere to the terms, conditions and requirements as described herein.

PROPOSERS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and ten (10) copies.**

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFQ shall be submitted according to the schedule below. The respondent should be able to submit a Cost Proposal on short notice at a later time.

Proposal Ranking: An Evaluation Committee may score and evaluate the written RFQs. As part of evaluation process the Committee will interview the candidates. The Evaluation Committee will then present the scoring and evaluation grid to the Hidalgo County Commissioners' Court for ranking. The Purchasing Department will request authority to negotiate a final contract for services with the number one (1) ranked physician. Hidalgo County may designate and select an Evaluation Committee.

Negotiation Process: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

Any contract awarded to a successful submitter will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

PROPOSAL SUBMITTED TO: An original and ten (10) copies of RFQs should be submitted to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building; 2812 So. Business Hwy 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, _____, 2010.**

EVALUATION: The evaluation system consists of a 100-point system. The candidates will be short-listed from this evaluation. Categories evaluated under the 100-point system include the submitter's response to the RFQ and will be based on the criteria outlined in Exhibit B.

EXHIBIT "B"

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County"

SELECTION CRITERIA

EVALUATION CRITERIA

RFQ Evaluation Criteria

The submitter's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Educational Requirements (15)

As much educational information must be provided in this section to address all of the requirements set forth in the RFQ. This will allow for the evaluators to determine the following:

* the minimum requirements were met (10)
* the minimum requirements were exceeded (15)

2. Expertise (25)

This section shall include all of the Board Certifications of Specialization held and the number of years held; membership(s) to professional organizations; Letters of Good Standing from Medical Examiner's Board, etc.

3. Experience Providing Comparable Services (25)

Provide all the professional background/history/experience in performing similar contracts and/or employment for counties, cities, or other governmental agencies as stated in the Request For Qualifications (RFQ). State when and where (firm[s]) the work, as Pathologist or Forensic Pathologist, was performed. Indicate the reason for leaving, if applicable.

Similar experience gained through other clients should be substantiated by reference. Reference information should be as current as possible, especially contact persons and telephone numbers. List name(s) of District or County Attorney's Offices, or court judge(s) worked with on cases involving the death of individuals, contact(s) who can state your qualifications on the stand, during trial.

A list of similar projects shall be included in an appendix. Also in this section, outline the contingency plans for servicing the project in the event of extended absences (exceeding 24 hours), when not available for any reason during the period of performance.

Hidalgo County reserves the right to inquire in connection to the references provided.

4. Understanding of Project, Commitment & Completeness of SOQ Submitted (35)

The proposal shall include the following:

* demonstrate an understanding of the scope of services (10)
* commitment to render all services required (10)
* completeness of response (05)

EVALUATION CRITERIA GUIDELINES & SCORING SHEET
"PATHOLOGIST TO PROVIDE TURNKEY AUTOPSY AND RELATED SERVICES"

Statements of Qualifications in response to the RFQ for the project of a "Pathologist to Provide Turnkey Autopsy and Related Services will be evaluated by the Hidalgo County in terms of the criteria listed below. All Statements of Qualifications will be reviewed and assessed for detail, clarity, and comprehensiveness.

The evaluation will be based, but not limited to, on the following criteria:

		Maximum Points
I.	Educational Requirements:	15 points
	a. Minimum educational requirements met	10 pts.
	b. Exceeds minimum educational requirements	15 pts.
II.	**Expertise:**	**25 points**
	Board Certifications of Specialization Held:	
	a. Years Held	
	i. One (1)	05 pts.
	ii. Two (2)	10 pts.
	iii. Three (3) or More	10 pts.
	b. Letter of Good Standing from Medical Examiner's Board	15 pts.
III.	**Experience providing comparable services:**	**25 points**
	a. 0-5 years experience in forensic pathology	10 pts.
	b. 6 years or more	15 pts.
IV:	**Understanding of Project, Commitment & Completeness of SOQ submitted:**	**35 points**
	a. Understanding of project with - commitment to render all services required, including access to Autopsy Facility in Hidalgo County.	15 pts.
	b. Interview	20 pts.
		==========
	TOTAL	**100 points**

Comments:

RFQ No: 2010-002-00-00-otm	Buyer: Olga T. Montero	Tel. No: (956) 292-7000 ext. 4859

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
PATHOLOGIST TO PROVIDE TURNKEY AUTOPSY AND RELATED SERVICES

_____, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

1. **Sealed Statements of Qualifications** will be received for **"Pathologist to Provide Turnkey Autopsy & Related Services,** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and seven (7) copies of RFQs are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ No. 2010-002-00-00-otm "Pathologist to Provide Turnkey Autopsy & Related Services--Hidalgo County"** and in County's Purchasing Department, **physical address**: 2802 S. Business Hwy. 281; **mailing address**: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM, Wednesday, _____, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ.** Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us BY NO LATER THAN** Wednesday, **_____, 2010** at 5:00 p.m. Responses will be sent to all applicants by Friday, **_____, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.

- If you need additional information call the office listed below:

  Hidalgo County Purchasing Department
  Martha L. Salazar, CPPB, Purchasing Agent
  (956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Pathologist to Provide Turnkey Autopsy & Related Services-Hidalgo County"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Auditor's Office
  Ray Eufracio, County Auditor
  2802 S. Business Hwy. 281
  Edinburg, TX 78539
  (956) 318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**_____, 2010**
Award of Contract	, 2010
Commence Work or Deliver Products	, 2010

16. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participating firms are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension**

or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in

any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

RFQ No: 2010-02-00-00-otm

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned participating firm proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Participant:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

AI-20251 **19.B.1.**

Pct 1-Interlocal Agreement btwn the City of Mercedes and Hidalgo County
CC REGULAR

Date:	03/12/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

Requesting approval to enter into an Interlocal Agreement between Hidalgo County Precinct No. 1 and the City of Mercedes, Tx., to "Facilitate Vehicular Traffic and Road System Improvements".

BACKGROUND

Interlocal Agreement between the City of Mercedes and Hidalgo County for Pct #1

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Per Noe, Pct 1-Auditor's office will create a new program no. under th Pct. 1 R&B fund (1201) in order to monitor the expenditures for this agreement as well as a receivable account to recognize the reimursements.

Per Noe, Pct 1-Each project will have a seperate PO for expenditures related to this agreement.

Attachments

Link: Interlocal Agreement-reviewed by legal counsel

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/05/2010 02:39 PM	APRV
2	Budget & Management	Angela Garcia	03/05/2010 02:45 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/05/2010 03:51 PM	APRV
4	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Letty Saenz — Started On: 03/05/2010 08:23 AM

Final Approval Date: 03/05/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS AND CITY OF MERECEDES, TEXAS

THIS Agreement is made on this the **12th** day of **March, 2010**, by and between **HIDALGO COUNTY, TEXAS,** hereinafter referred to as "County" and **CITY OF MERCEDES, TEXAS** hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County is county lawfully created in Texas;

WHEREAS, City is a home rule city located in Texas;

WHEREAS, City pursuant to its statutory and constitutional authority, is responsible for facilitating the vehicular transportation within and around the City of Mercedes, Texas;

WHEREAS, the City and the County through Precinct No. 1, desire to facilitate vehicular traffic and improve the road system for safe transportation within the city limits of City;

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, County and City agree as follows:

1. The City shall contract to obtain engineering design for street improvements and shall be responsible for supervision of all phases of the design of the street improvements.

2. The City shall be responsible for any and all engineering necessary for the street improvements, including but not limited to any internal or third party contracts for engineering services.

3. County, through Precinct No. 1, shall provide materials owned by County at current market prices to the City for the furtherance of the work on an as needed basis. The County shall make materials available to City only so long as such materials are readily available and not infringing or delaying any existing County projects in which the materials may be needed. County shall be solely responsible for determining the current rate for materials and City agrees to reimburse County for such costs within thirty (30) days of receipt of invoice from County.

4. County, through Precinct No. 1, shall provide the equipment and personnel necessary to complete the street improvements as described herein on an as-needed basis. The County shall make equipment and personnel available to City only so long as such equipment and personnel are readily available and not infringing or delaying any existing County projects in which the equipment and personnel may be needed. Infringing or delaying any existing County projects in which the equipment and personnel may be needed.

5. City agrees to reimburse County at County's cost for the use of the equipment and personnel on an hourly basis as described in Exhibit "A" and City further agrees to make such payments to County within thirty (30) days of receipt of invoices from County.

6. The parties agree that all other costs associated with the street improvements shall be the responsibility for the City and not the County.

7. **Term**. The term of this Agreement shall be perpetual and shall be under the same terms and conditions as described herein except that the rate/prices in Exhibit "A" are subject to change as defined in Paragraph 9, unless terminated by either party with or without cause as provided in this Agreement.

8. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

9. The costs described in Exhibit "A" are subject to change at any time when costs change to the County at which time the City may either accept or reject the new pricing. If the City rejects the new pricing proposed by the County for Exhibit "A", this Agreement shall terminate effective immediately.

10. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present of future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

11. **No Waiver**. No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County and not otherwise.

13. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City:	City of Mercedes Attention: City Manager P. O. Drawer 837 Mercedes, Texas 78570
If to County:	Hidalgo County Attention: Rene A. Ramirez, County Judge P. O. Box 758 Edinburg, Texas 78539

15. **Additional Documents**. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

16. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. **Assignment.** This Agreement shall not be assignable.

18. **Headings**. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

19. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

20. **Authority to Execute**. The execution and performance of this Agreement by the City and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its term.

21. **Governmental Purpose**. Each party hereto is entering into this Agreement for the Purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

22. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF MERCEDES, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY

_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
Stephen L. Crain

Exhibit "A"

Reimbursement Rates for Usage of County Equipment & Labor

County Equipment

1.	Smooth Drum Vibratory	$ 47.02 / Hr.
2.	Double Drum Vibratory	$ 56.00 / Hr.
3.	2001 Nine Wheel Pneumatic Roller	$ 30.18 / Hr.
4.	Water Truck	$ 21.83 / Hr.
5.	Motograder	$ 69.97 / Hr.
6.	Back-hoe Loader	$ 27.74 / Hr.
7.	18 Wheel Transport	$ 31.75 / Hr.
8.	Paver	$140.48 /Hr.
9.	Double Drum Steel Roller	$ 33.83 / Hr.

County Labor

1.	Paving Supervisor	$ 16.77 / Hr.
2.	Heavy Equipment Operator I	$ 15.04 / Hr.
3.	Heavy Equipment Operator II	$ 13.98 / Hr.
4.	Heavy Equipment Operator III	$ 17.41 / Hr.
5.	Truck Driver I	$ 11.34 / Hr.
6.	Truck Driver II	$ 10.08 / Hr.
7.	Maintenance I	$ 10.69 / Hr.
8.	Maintenance II	$ 12.87 / Hr.
9.	Maintenance III	$ 15.04 / Hr.
10.	Safety Coordinator	$ 16.77 / Hr.

County Material

1.	MS-1 Emulsion Asphalt	$ 2.40 / Gallon
2.	Flexible Base Material Type D, Grade 6	$ 2.50 / Per Ton
3.	Evoluer 4-4	$ 17.35 / Gallon
4.	Mosquito Briquets	$ 10.90 / Packet
5.	Hot Mix	$ 45.40 / Ton
6.	Hauling of Hot Mix	$ 9.25 + .46 (fuel)*/ Ton
7.	Hauling of Calcihe	$ 5.95 + .30 (fuel)*/ Ton

County Service

30yd Roll-Off Container for Trash

Miles and Diesel Rates	$ 36.15	
To Deliver Hauling Rental	$ 79.09	two days rental
Driver for 3 hr.	$ 30.24	for taking and picking-up container
Disposal Fees $29.82 per ton	$ 89.46	@ three tons average
	$234.94	Total

30yd Roll-Off Container for Tires

Miles and Diesel Rates	$ 36.15	
To Deliver Hauling Rental	$ 79.09	two days rental
Driver for 3 hr.	$ 30.24	for taking and picking-up container
Disposal Fee	$275.00	average of tire that fit in the container is 275
	$420.48	Total

30yd Roll-Off Container for Construction

Miles and Diesel Rates	$ 36.15	
To Deliver Hauling Rental	$ 79.09	two days rental
Driver for 3 hr.	$ 30.24	for taking and picking-up container
Disposal Fee $29.82 per ton	$149.10	@ five tons average
	$294.58	Total

Water Pumps

1.	2" with hoses	$ 51.30 / daily rate
2.	3' with hoses	$ 62.70 / daily rate
3.	4" with hoses	$ 104.88 / daily rate

AI-20219 **19.C.1.**

Requesting Approval of Payment Application No. 3 for D.Wilson-Pct 2 New Office Complex

CC REGULAR

Date:	03/12/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Approval of Request for Payment-Application No. 3 in the amount of $352,868.95 from D. Wilson Construction Co., awarded contractor for the, "New Administration Offices for Hidalgo County Pct. #2 and Other County Offices," and as certified for payment by project architect, VA Architecture; C-09-037C-11-17.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO 636479 available balance of$4,739,214.00 as of 03/05/10.

Attachments

Link: Payment No. 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/04/2010 02:05 PM	APRV
2	Budget & Management	Erika Zamora	03/04/2010 02:37 PM	APRV
3	Roland Garcia	Rolando Garcia	03/05/2010 03:15 PM	APRV
4	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Rocio Villarreal Started On: 03/03/2010 04:17 PM

Final Approval Date: 03/05/2010

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
County of Hidalgo
P.O. Box 1356
Edinburg, TX 78539

FROM CONTRACTOR:
D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455

PROJECT:
Contract #2009-037C-11-17-0TM
New Administrative Offices for
Hidalgo County Pct. 2-Pharr, TX

VIA ARCHITECT:
VA Architecture
2029 Industrial Dr.
McAllen, TX 78504

APPLICATION NO: Three (3)
PERIOD TO: February 28, 2010
CONTRACT FOR: General Construction
CONTRACT DATE: November 3, 2009
PROJECT NOS: / /

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 5,075,000.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 5,075,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 707,227.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 31,098.85	
b. 5 % of Stored Material (Column F on G703)	$ 4,262.50	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 35,361.35
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 671,865.65
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 318,996.70
8. CURRENT PAYMENT DUE		$ **352,868.95**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 4,403,134.35

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ –	$ –
Total approved this Month	$ –	$ –
TOTALS	$ –	$ –
NET CHANGES by Change Order	$ –	–

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: D. WILSON CONSTRUCTION COMPANY
By: _____ Date: 03/01/10
State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this 1st day of March 2010
Notary Public: _____
My Commission expires: 06/08/11

NORMA IRENE ESPINOZA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 06-08-2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 352,868.95
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:
By: _____ Date: 3-2-10

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G702™ – 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Hidalgo Co. Pct.2 Admin. Offic
Job # 10-420
Retainage: 5%

Application No.: Three
Application Date: 02/28/10
Period From: 02/01/10
To: 02/28/10

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
01-010	General Conditions	176,547.00	22,605.00	15,400	—	38,005.00	22%	138,542.00	1,900.25
01-405	Building Permit	13,290.00	13,290.00	—	—	13,290.00	100%	—	664.50
01-870	Bond	52,592.00	52,592.00	—	—	52,592.00	100%	—	2,629.60
01-871	Builder's Risk Policy	7,899.00	7,899.00	—	—	7,899.00	100%	—	394.95
01-874	Liability insurance	55,750.00	55,750.00	—	—	55,750.00	100%	—	2,787.50
02-002	File Notice of Intent (SWPP)	300.00	300.00	—	—	300.00	100%	—	15.00
02-002	SWPP-Inspections	2,450.00	—	275	—	275.00	11%	2,175.00	13.75
02-101	Bldg A, Building pad, labor	6,122.00	6,122.00	—	—	6,122.00	100%	—	306.10
02-102	Bldg A, Building pad, material	13,637.00	13,637.00	—	—	13,637.00	100%	—	681.85
02-103	Bldg B & C, Building pad, labor	14,129.00	1,450.00	12,679	—	14,129.00	100%	—	706.45
02-104	Bldg B & C, Building pad, material	31,477.00	3,150.00	28,327	—	31,477.00	100%	—	1,573.85
02-105	Bldg D, Building pad, labor	5,396.00	—	5,396	—	5,396.00	100%	—	269.80
02-106	Bldg D, Building pad, material	12,021.00	—	12,021	—	12,021.00	100%	—	601.05
02-107	Bldg E, Building pad, labor	10,398.00	5,200.00	5,198	—	10,398.00	100%	—	519.90
02-108	Bldg E, Building pad, material	23,166.00	11,600.00	11,566	—	23,166.00	100%	—	1,158.30
02-109	Bldg A, Sanitary sewer, labor	3,576.00	1,788.00	1,788	—	3,576.00	100%	—	178.80
02-110	Bldg A, Sanitary sewer, material	1,797.00	1,797.00	—	—	1,797.00	100%	—	89.85
02-111	Bldg A, Water improvements, labor	10,674.00	5,338.00	—	—	5,338.00	50%	5,336.00	266.90
02-112	Bldg A, Water improvements, material	11,260.00	5,650.00	—	—	5,650.00	50%	5,610.00	282.50
02-113	Bldg A, Miscellaneous, labor	697.00	—	—	—	—		697.00	
02-114	Bldg A, Miscellaneous, material	1,228.00	—	—	—	—		1,228.00	
02-115	Bldg A, Paving, labor	50,738.00	—	—	—	—		50,738.00	
02-116	Bldg A, Paving, material	73,142.00	—	—	—	—		73,142.00	
02-117	Bldg A, Drainage, labor	7,652.00	—	550	—	550.00	7%	7,102.00	27.50
02-118	Bldg A, Drainage, material	13,025.00	—	—	—	—		13,025.00	
02-119	Bldg B&C, Sanitary sewer, labor	3,576.00	1,788.00	1,788	—	3,576.00	100%	—	178.80
02-120	Bldg B&C, Sanitary sewer, material	1,797.00	1,797.00	—	—	1,797.00	100%	—	89.85
02-121	Bldg B&C, Water improvements, labor	10,674.00	5,338.00	—	—	5,338.00	50%	5,336.00	266.90
02-122	Bldg B&C, Water improvements, material	11,260.00	5,649.00	—	—	5,649.00	50%	5,611.00	282.45
02-123	Bldg B&C, Miscellaneous, labor	697.00	—	—	—	—		697.00	
02-124	Bldg B&C, Miscellaneous, material	1,228.00	—	—	—	—		1,228.00	
02-125	Bldg B&C, Paving, labor	50,738.00	—	—	—	—		50,738.00	
02-126	Bldg B&C, Paving, material	73,142.00	—	—	—	—		73,142.00	
02-127	Bldg B&C, Drainage, labor	7,652.00	—	550	—	550.00	7%	7,102.00	27.50

Hidalgo Co. Pct.2 Admin. Offic
Job # 10-420
Retainage: 5%

Application No.: Three
Application Date: 02/28/10
Period From: 02/01/10
To: 02/28/10

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
02-128	Bldg B&C, Drainage, material	13,025.00	—	—	—	—		13,025.00	
02-129	Bldg D, Sanitary sewer, labor	3,576.00	1,788.00	1,788	—	3,576.00	100%	—	178.80
02-130	Bldg D, Sanitary sewer, material	1,797.00	1,797.00	—	—	1,797.00	100%	—	89.85
02-131	Bldg D, Water improvements, labor	10,674.00	5,338.00	—	—	5,338.00	50%	5,336.00	266.90
02-132	Bldg D, Water improvements, material	11,260.00	5,649.00	—	—	5,649.00	50%	5,611.00	282.45
02-133	Bldg D, Miscellaneous, labor	697.00	—	—	—	—		697.00	
02-134	Bldg D, Miscellaneous, material	1,228.00	—	—	—	—		1,228.00	
02-135	Bldg D, Paving, labor	50,738.00	—	—	—	—		50,738.00	
02-136	Bldg D, Paving, material	73,142.00	—	—	—	—		73,142.00	
02-137	Bldg D, Drainage, labor	7,652.00	—	550	—	550.00	7%	7,102.00	27.50
02-138	Bldg D, Drainage, material	13,025.00	—	—	—	—		13,025.00	
02-139	Bldg E, Sanitary sewer, labor	3,576.00	1,788.00	1,788	—	3,576.00	100%	—	178.80
02-140	Bldg E, Sanitary sewer, material	1,797.00	1,797.00	—	—	1,797.00	100%	—	89.85
02-141	Bldg E, Water improvements, labor	10,674.00	5,338.00	—	—	5,338.00	50%	5,336.00	266.90
02-142	Bldg E, Water improvements, material	11,260.00	5,649.00	—	—	5,649.00	50%	5,611.00	282.45
02-143	Bldg E, Miscellaneous, labor	697.00	—	—	—	—		697.00	
02-144	Bldg E, Miscellaneous, material	1,228.00	—	—	—	—		1,228.00	
02-145	Bldg E, Paving, labor	50,738.00	—	—	—	—		50,738.00	
02-146	Bldg E, Paving, material	73,142.00	—	—	—	—		73,142.00	
02-147	Bldg E, Drainage, labor	7,650.00	—	550	—	550.00	7%	7,100.00	27.50
02-148	Bldg E, Drainage, material	13,025.00	—	—	—	—		13,025.00	
02-282	Termite Control	7,270.00	—	—	—	—		7,270.00	
02-530	Splashblocks	250.00	—	—	—	—		250.00	
02-831	Electronic Operable Gates	23,390.00	—	—	—	—		23,390.00	
03-070	Foundation Concrete Material	99,808.00	—	39,925	—	39,925.00	40%	59,883.00	1,996.25
03-101	Foundation labor	75,894.00	—	30,400	—	30,400.00	40%	45,494.00	1,520.00
03-102	Transformer pad labor	2,400.00	—	—	—	—		2,400.00	
03-106	Dumpster pad labor	3,200.00	—	—	—	—		3,200.00	
03-107	CIP beams labor	4,800.00	—	—	—	—		4,800.00	
03-110	Concrete Pump	9,604.00	—	3,850	—	3,850.00	40%	5,754.00	192.50
03-200	Foundation Rebar	42,269.00	—	18,720	—	18,720.00	44%	23,549.00	936.00
03-250	Concrete Accessories	4,035.00	—	1,775	—	1,775.00	44%	2,260.00	88.75

Hidalgo Co. Pct.2 Admin. Offic
Job # 10-420
Retainage: 5%

Application No.: Three
Application Date: 02/28/10
Period From: 02/01/10
To: 02/28/10

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
03-261	Bldg A, Insulated Concrete Forms	32,467.00	—	32,467	—	32,467.00	100%	—	1,623.35
03-262	Bldg B&C, Insulated Concrete Forms	84,416.00	—	—	—	—		84,416.00	
03-263	Bldg D, Insulated Concrete Forms	43,290.00	—	—	—	—		43,290.00	
03-264	Bldg E, Insulated Concrete Forms	56,280.00	—	—	—	—		56,280.00	
04-100	Masonry Subcontract	259,531.00	—	—	—	—		259,531.00	
04-109	Masonry Rebar	1,997.00	—	—	—	—		1,997.00	
04-110	Masonry Anchor Welding	1,000.00	—	—	—	—		1,000.00	
05-101	Structural Steel shop drawings	4,000.00	4,000.00	—	—	4,000.00	100%	—	200.00
05-102	Embed plates	5,500.00	5,500.00	—	—	5,500.00	100%	—	275.00
05-103	Structural steel material	69,500.00	—	23,065	46,435	69,500.00	100%	—	3,475.00
05-104	Structural steel fabrication	24,600.00	12,960.00	11,640	—	24,600.00	100%	—	1,230.00
05-105	Steel joists and metal deck	65,200.00	—	—	—	—		65,200.00	
05-106	Metal roof sheets	26,300.00	—	26,300	—	26,300.00	100%	—	1,315.00
05-107	Structural steel erection	42,000.00	—	—	—	—		42,000.00	
05-108	Canopy roofing	10,900.00	—	—	—	—		10,900.00	
06-100	Rough Carpenrty	85,000.00	—	—	—	—		85,000.00	
06-100	Trellis	960.00	—	—	—	—		960.00	
	Architectural Woodwork								
06-401	Bldg. A, Shop Drawing Submittals	240.00	240.00	—	—	240.00	100%	—	12.00
06-402	Bldg. A, Base Cabinets	2,700.00	—	—	—	—		2,700.00	
06-403	Bldg. A, Upper Cabinets	1,180.00	—	—	—	—		1,180.00	
06-404	Bldg. A, Skirts/Removable Panels	195.00	—	—	—	—		195.00	
06-405	Bldg. A, Plastic Laminate Counter Tops	1,050.00	—	—	—	—		1,050.00	
06-406	Bldg. A, Delivery & Installation	560.00	—	—	—	—		560.00	
06-407	Bldg. D, Shop Drawing Submittals	575.00	575.00	—	—	575.00	100%	—	28.75
06-408	Bldg. D, Base Cabinets	5,727.00	—	—	—	—		5,727.00	
06-409	Bldg. D, Upper Cabinets	780.00	—	—	—	—		780.00	
06-410	Bldg. D, Pony Walls/Judge's Bench	1,920.00	—	—	—	—		1,920.00	
06-411	Bldg. D, Plastic Laminate Counter Tops	4,693.00	—	—	—	—		4,693.00	
06-412	Bldg. D, Delivery & Installation	1,500.00	—	—	—	—		1,500.00	

Hidalgo Co. Pct.2 Admin. Offic
Job # 10-420
Retainage: 5%

Application No.: Three
Application Date: 02/28/10
Period From: 02/01/10
To: 02/28/10

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
06-413	Bldg. B & C, Shop Drawing Submittals	775.00	775.00	—	—	775.00	100%	—	38.75
06-414	Bldg. B & C, Base Cabinets	9,690.00	—	—	—	—		9,690.00	
06-415	Bldg. B & C, Upper Cabinets	3,896.00	—	—	—	—		3,896.00	
06-416	Bldg. B & C, Tall Cabinets/Shelving Units	1,804.00	—	—	—	—		1,804.00	
06-417	Bldg. B & C, Skirts/Removable Panels	420.00	—	—	—	—		420.00	
06-418	Bldg. B & C, Pony Walls/Judge's Bench	800.00	—	—	—	—		800.00	
06-419	Bldg. B & C, Plastic Laminate Counter Tops	3,760.00	—	—	—	—		3,760.00	
06-420	Bldg. B & C, Delivery & Installation	2,300.00	—	—	—	—		2,300.00	
06-421	Bldg. E, Shop Drawing Submittals	917.00	917.00	—	—	917.00	100%	—	45.85
06-422	Bldg. E, Base Cabinets	7,425.00	—	—	—	—		7,425.00	
06-423	Bldg. E, Upper Cabinets	3,320.00	—	—	—	—		3,320.00	
06-424	Bldg. E, Skirts/Removable Panels	450.00	—	—	—	—		450.00	
06-425	Bldg. E, Pony Walls/Judge's Bench	15,729.00	—	—	—	—		15,729.00	
06-426	Bldg. E, Plastic Laminate Counter Tops	4,175.00	—	—	—	—		4,175.00	
06-427	Bldg. E, Delivery & Installation	3,669.00	—	—	—	—		3,669.00	
07-185	Water Proofing	49,290.00	—	—	—	—		49,290.00	
07-500	Grace Underlayment @ Towers	278,843.00	—	—	—	—		278,843.00	
08-100	Metal Doors and Frames	32,250.00	—	—	—	—		32,250.00	
08-101	Frame/Door/Harware Labor	20,850.00	—	—	—	—		20,850.00	
08-200	Flush Doors	30,134.00	—	—	—	—		30,134.00	
08-700	Finish Harware	48,275.00	—	—	—	—		48,275.00	
	Aluminum Entrances and Storefronts								
08-801	Bldg A, Glass	3,244.00	—	—	—	—		3,244.00	
08-802	Bldg A, Metal	1,500.00	—	—	—	—		1,500.00	
08-803	Bldg A, Labor	2,457.00	—	—	—	—		2,457.00	
08-804	Bldg B & C Glass	4,252.00	—	—	—	—		4,252.00	
08-805	Bldg B & C Metal	3,500.00	—	—	—	—		3,500.00	
08-806	Bldg B & C Labor	2,705.00	—	—	—	—		2,705.00	
08-807	Bldg D Glass	4,060.00	—	—	—	—		4,060.00	
08-808	Bldg D Metal	1,500.00	—	—	—	—		1,500.00	
08-809	Bldg D Labor	2,690.00	—	—	—	—		2,690.00	
08-810	Bldg E Glass	2,592.00	—	—	—	—		2,592.00	
08-811	Bldg E Metal	2,400.00	—	—	—	—		2,400.00	

Hidalgo Co. Pct.2 Admin. Offic
Job # 10-420
Retainage: 5%

Application No.: Three
Application Date: 02/28/10
Period From: 02/01/10
To: 02/28/10

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
08-812	Bldg E Labor	2,695.00	—	—	—	—		2,695.00	
09-100	Drwalll & Studs W/ Hat Channel & Drywall	169,346.00	—	—	—	—		169,346.00	
09-300	Ceramic Tile	38,994.00	—	—	—	—		38,994.00	
09-500	Suspended Ceilings	76,763.00	—	—	—	—		76,763.00	
09-600	VCT	61,817.00	—	—	—	—		61,817.00	
	Tape / float / paint								
09-901	Tape / float / paint, Mobilization	1,500.00	—	—	—	—		1,500.00	
09-902	Tape / float / paint, Demobilization	500.00	—	—	—	—		500.00	
09-903	Tape / float / paint, Submittals	500.00	—	—	—	—		500.00	
09-904	Tape / float / paint, Close-Out	500.00	—	—	—	—		500.00	
09-905	Bldg A, Tape / Float, Material	805.00	—	—	—	—		805.00	
09-906	Bldg A, Paint -Material	2,259.00	—	—	—	—		2,259.00	
09-907	Bldg A, Equipment Rental	730.00	—	—	—	—		730.00	
09-908	Bldg A, Labor	6,525.00	—	—	—	—		6,525.00	
09-909	Bldg A, Overhead And Profit	4,200.00	—	—	—	—		4,200.00	
09-910	Bldg B & C, Tape / Float, Material	2,270.00	—	—	—	—		2,270.00	
09-911	Bldg B & C, Paint -Material	6,147.00	—	—	—	—		6,147.00	
09-912	Bldg B & C, Equipment Rental	730.00	—	—	—	—		730.00	
09-913	Bldg B & C, Labor	19,836.00	—	—	—	—		19,836.00	
09-914	Bldg B & C, Overhead And Profit	7,400.00	—	—	—	—		7,400.00	
09-915	Bldg D, Tape / Float, Material	623.00	—	—	—	—		623.00	
09-916	Bldg D, Paint -Material	1,549.00	—	—	—	—		1,549.00	
09-917	Bldg D, Equipment Rental	730.00	—	—	—	—		730.00	
09-918	Bldg D, Labor	2,879.00	—	—	—	—		2,879.00	
09-919	Bldg D, Overhead And Profit	4,200.00	—	—	—	—		4,200.00	
09-920	Bldg E, Tape / Float, Material	1,554.00	—	—	—	—		1,554.00	
09-921	Bldg E, Paint -Material	3,866.00	—	—	—	—		3,866.00	
09-922	Bldg E, Equipment Rental	730.00	—	—	—	—		730.00	
09-923	Bldg E, Labor	17,521.00	—	—	—	—		17,521.00	
09-924	Bldg E, Overhead And Profit	4,200.00	—	—	—	—		4,200.00	

Hidalgo Co. Pct.2 Admin. Offic

Job # 10-420

Retainage: 5%

Application No.: Three
Application Date: 02/28/10
Period From: 02/01/10
To: 02/28/10

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
10-350	Flag Pole (4)	5,528.00	—	—	—	—		5,528.00	
10-350	Flag Pole Labor	3,500.00	—	—	—	—		3,500.00	
10-400	Signage & Graphics	11,159.00	—	—	—	—		11,159.00	
10-400	Signage & Graphics Labor	3,200.00	—	—	—	—		3,200.00	
10-520	Fire Extinguishers	2,464.00	—	—	—	—		2,464.00	
10-520	Fire Extinguishers Labor ($50 ea)	1,150.00	—	—	—	—		1,150.00	
10-600	Toilet Partitions	2,280.00	—	—	—	—		2,280.00	
10-600	Toilet Partitions Labor	255.00	—	—	—	—		255.00	
10-800	Toilet and Bath Acessories	10,496.00	—	—	—	—		10,496.00	
10-800	Toilet and Bath Acessories Labor ($10 ea)	1,850.00	—	—	—	—		1,850.00	
11-130	Audio Visual Equipment	5,550.00	—	—	—	—		5,550.00	
11-130	Audio Visual Equipment Labor	675.00	—	—	—	—		675.00	
13-601	Bldg A, Solar Energy System (Solar Lighting)	67,071.00	—	—	—	—		67,071.00	
13-602	Bldg B&C, Solar Energy System (Solar Lightin	67,071.00	—	—	—	—		67,071.00	
13-603	Bldg D, Solar Energy System (Solar Lighting)	67,071.00	—	—	—	—		67,071.00	
13-604	Bldg E, Solar Energy System (Solar Lighting)	67,072.00	—	—	—	—		67,072.00	
13-605	Bldg A, Lighting Installation w/ Poles & Bases	28,649.00	—	—	—	—		28,649.00	
13-606	Bldg B&C, Lighting Installation w/ Poles & Base	28,649.00	—	—	—	—		28,649.00	
13-607	Bldg D, Lighting Installation w/ Poles & Bases	28,649.00	—	—	—	—		28,649.00	
13-608	Bldg E, Lighting Installation w/ Poles & Bases	28,649.00	—	—	—	—		28,649.00	
13-650	Bldg A, Photovoltaic System	209,143.00	—	—	—	—		209,143.00	
13-815	Bldg A, Wind Turbines	69,344.00	—	2,400	38,815	41,215.00	59%	28,129.00	2,060.75
	Plumbing Contractor								
15-101	Bldg A, Sanitary Underground- Material	5,500.00	—	5,500	—	5,500.00	100%	—	275.00
15-102	Bldg A, Sanitary Underground- Labor	4,000.00	—	4,000	—	4,000.00	100%	—	200.00
15-103	Bldg A, Domestic Water- Material	6,000.00	—	—	—	—		6,000.00	
15-104	Bldg A, Domestic Water - Labor	5,500.00	—	—	—	—		5,500.00	
15-105	Bldg A, Santiary Waste and Vent- Material	3,500.00	—	—	—	—		3,500.00	
15-106	Bldg A, Sanitary Waste and Vent- Labor	2,500.00	—	—	—	—		2,500.00	
15-107	Bldg A, Plumbing Insulation	1,500.00	—	—	—	—		1,500.00	
15-108	Bldg A, Plumbing Fixtures- Material	10,000.00	—	—	—	—		10,000.00	

Hidalgo Co. Pct.2 Admin. Offic
Job # 10-420
Retainage: 5%

Application No.: Three
Application Date: 02/28/10
Period From: 02/01/10
To: 02/28/10

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
15-109	Bldg A, Plumbing Fixtures- Labor	6,000.00	—	—	—	—		6,000.00	
			—	—	—	—		—	
15-110	Bldg B & C, Sanitary Underground- Material	6,000.00	—	—	—	—		6,000.00	
15-111	Bldg B & C, Sanitary Underground- Labor	5,500.00	—	—	—	—		5,500.00	
15-112	Bldg B & C, Domestic Water- Material	7,500.00	—	—	—	—		7,500.00	
15-113	Bldg B & C, Domestic Water - Labor	6,000.00	—	—	—	—		6,000.00	
15-114	Bldg B & C, Santiary Waste and Vent- Material	5,000.00	—	—	—	—		5,000.00	
15-115	Bldg B & C, Sanitary Waste and Vent- Labor	2,500.00	—	—	—	—		2,500.00	
15-116	Bldg B & C, Plumbing Insulation	3,000.00	—	—	—	—		3,000.00	
15-117	Bldg B & C, Plumbing Fixtures- Material	16,500.00	—	—	—	—		16,500.00	
15-118	Bldg B & C, Plumbing Fixtures- Labor	7,000.00	—	—	—	—		7,000.00	
			—	—	—	—		—	
15-119	Bldg D, Sanitary Underground- Material	4,500.00	—	4,500	—	4,500.00	100%	—	225.00
15-120	Bldg D, Sanitary Underground- Labor	3,500.00	—	3,500	—	3,500.00	100%	—	175.00
15-121	Bldg D, Domestic Water- Material	5,000.00	—	—	—	—		5,000.00	
15-122	Bldg D, Domestic Water - Labor	3,500.00	—	—	—	—		3,500.00	
15-123	Bldg D, Santiary Waste and Vent- Material	3,000.00	—	—	—	—		3,000.00	
15-124	Bldg D, Sanitary Waste and Vent- Labor	1,500.00	—	—	—	—		1,500.00	
15-125	Bldg D, Plumbing Insulation	1,500.00	—	—	—	—		1,500.00	
15-126	Bldg D, Plumbing Fixtures- Material	10,000.00	—	—	—	—		10,000.00	
15-127	Bldg D, Plumbing Fixtures- Labor	5,000.00	—	—	—	—		5,000.00	
15-128	Bldg E, Sanitary Underground- Material	5,500.00	—	5,500	—	5,500.00	100%	—	275.00
15-129	Bldg E, Sanitary Underground- Labor	4,000.00	—	4,000	—	4,000.00	100%	—	200.00
15-130	Bldg E, Domestic Water- Material	6,000.00	—	—	—	—		6,000.00	
15-131	Bldg E, Domestic Water - Labor	5,500.00	—	—	—	—		5,500.00	
15-132	Bldg E, Santiary Waste and Vent- Material	3,500.00	—	—	—	—		3,500.00	
15-133	Bldg E, Sanitary Waste and Vent- Labor	2,500.00	—	—	—	—		2,500.00	
15-134	Bldg E, Plumbing Insulation	2,000.00	—	—	—	—		2,000.00	
15-135	Bldg E, Plumbing Fixtures- Material	9,750.00	—	—	—	—		9,750.00	
15-136	Bldg E, Plumbing Fixtures- Labor	6,000.00	—	—	—	—		6,000.00	
			—	—	—	—		—	
	HVAC								
15-501	Mobilization	3,200.00	—	—	—	—		3,200.00	
15-502	Project Management	3,200.00	—	400	—	400.00	13%	2,800.00	20.00
15-503	Material - Submittals	500.00	500.00	—	—	500.00	100%	—	25.00
15-504	Project Meetings	3,000.00	—	—	—	—		3,000.00	

Hidalgo Co. Pct.2 Admin. Offic
Job # 10-420
Retainage: 5%

Application No.: Three
Application Date: 02/28/10
Period From: 02/01/10
To: 02/28/10

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
15-505	Equipment Rental	3,500.00	—	—	—	—		3,500.00	
15-506	Metal Duct Fabrication, material	60,100.00	—	5,000	—	5,000.00	8%	55,100.00	250.00
15-507	Metal Duct Fabrication, labor	53,000.00	—	—	—	—		53,000.00	
15-508	Air devices, material	23,500.00	—	—	—	—		23,500.00	
15-509	Air devices, labor	7,000.00	—	—	—	—		7,000.00	
15-510	Exhaust Fans, material	15,580.00	—	—	—	—		15,580.00	
15-511	Exhaust Fans, labor	7,000.00	—	—	—	—		7,000.00	
15-512	Equipment, Mini-Splits, material	2,420.00	—	—	—	—		2,420.00	
15-513	Air Handlers/Condensers	135,000.00	—	—	—	—		135,000.00	
15-514	Air Handlers/Condensers, labor	5,000.00	—	—	—	—		5,000.00	
15-515	Copper	1,500.00	—	—	—	—		1,500.00	
15-516	Labor	1,000.00	—	—	—	—		1,000.00	
	Electrical								
16-101	Lighting-Material	91,925.00	—	—	—	—		91,925.00	
16-102	Lighting-Labor	33,200.00	—	—	—	—		33,200.00	
16-103	Gear-Material	20,700.00	—	—	—	—		20,700.00	
16-104	Gear-Labor	10,690.00	—	—	—	—		10,690.00	
16-105	Underground- Material	40,600.00	12,000.00	8,520	—	20,520.00	51%	20,080.00	1,026.00
16-106	Underground- Labor	9,500.00	—	950	—	950.00	10%	8,550.00	47.50
16-107	Rough-In-Material	47,000.00	—	—	—	—		47,000.00	
16-108	Rough-In-Labor	12,200.00	—	—	—	—		12,200.00	
16-109	Wire- Material	18,000.00	—	—	—	—		18,000.00	
16-110	Wire- Labor	6,900.00	—	—	—	—		6,900.00	
16-111	Finish-Out- Material	6,360.00	—	—	—	—		6,360.00	
16-112	Finish-Out- Labor	2,300.00	—	—	—	—		2,300.00	
16-113	Generator- Material/Labor	83,600.00	—	—	—	—		83,600.00	
16-114	Wind Turbines (Gear) Material	6,793.00	—	—	—	—		6,793.00	
16-115	Wind Turbines (Gear) Labor	7,057.00	—	—	—	—		7,057.00	
16-116	Solar Panels (Gear) Material	1,738.00	—	—	—	—		1,738.00	
16-117	Solar Panels (Gear) Labor	1,362.00	—	—	—	—		1,362.00	
BF-003	Landscape & Irrigation Allowance	150,000.00	—	—	—	—		150,000.00	
BF-001	Betterment Allowances	50,000.00	—	—	—	—		50,000.00	
BF-019	HVAC Contingency	8,000.00	—	—	—	—		8,000.00	
BF-015	Plumbing Contingency	8,000.00	—	—	—	—		8,000.00	
BF-016	Electrical Contingency	8,000.00	—	—	—	—		8,000.00	

Hidalgo Co. Pct.2 Admin. Offic
Job # 10-420
Retainage: 5%

Application No.: Three
Application Date: 02/28/10
Period From: 02/01/10
To: 02/28/10

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
BF-032	Structural Contingency	8,000.00	—	—	—	—		8,000.00	
BF-050	Lawn Sprinkler Allowance	5,000.00	—	—	—	—		5,000.00	
	Contract sum	5,075,000.00	289,351.00	332,626.00	85,250.00	707,227.00	14%	4,367,773.00	35,361.35
	Breakdown by buildings								
	Building A - other items	906,491.00	53,567.00	74,945.00	19,764.00	148,276.00	16%	758,215.00	7,413.80
02-109	Bldg A, Paving, drainage, miscellaneous	173,789.00	14,573.00	2,338.00	—	16,911.00	10%	156,878.00	845.55
13-601	Bldg A, Solar Energy System (Solar Lighting)	95,720.00	—	—	—	—		95,720.00	-
	Bldg A, total cost	1,176,000.00	68,140.00	77,283.00	19,764.00	165,187.00	14%	1,010,813.00	8,259.35
	Building B & C - other items	1,187,491.00	66,327.00	92,797.00	24,471.00	183,595.00	15%	1,003,896.00	9,179.75
02-119	Bldg B&C, Paving, drainage, miscellaneous	173,789.00	14,572.00	2,338	—	16,910.00	10%	156,879.00	845.50
13-602	Bldg B&C, Solar Energy System (Solar Lighting	95,720.00	—	—	—	—		95,720.00	-
	Bldg B&C, total cost	1,457,000.00	80,899.00	95,135.00	24,471.00	200,505.00	14%	1,256,495.00	10,025.25
	Building D - other items	866,491.00	51,714.00	72,352.00	19,080.00	143,146.00	17%	723,345.00	7,157.30
02-129	Bldg D, Paving, drainage, miscellaneous	173,789.00	14,572.00	2,338	—	16,910.00	10%	156,879.00	845.50
13-603	Bldg D, Solar Energy System (Solar Lighting)	95,720.00	—	—	—	—		95,720.00	-
	Bldg D, total cost	1,136,000.00	66,286.00	74,690.00	19,080.00	160,056.00	14%	975,944.00	8,002.80
	Building E - other items	1,036,492.00	59,454.00	83,180.00	21,935.00	164,569.00	16%	871,923.00	8,228.45
02-139	Bldg E, Paving, drainage, miscellaneous	173,787.00	14,572.00	2,338	—	16,910.00	10%	156,877.00	845.50
13-604	Bldg E, Solar Energy System (Solar Lighting)	95,721.00	—	—	—	—		95,721.00	
	Bldg E, total cost	1,306,000.00	74,026.00	85,518.00	21,935.00	181,479.00	14%	1,124,521.00	9,073.95
	Totals	5,075,000.00	289,351.00	332,626.00	85,250.00	707,227.00	14%	4,367,773.00	35,361.35

WeKnow Technologies
Reduce or Eliminate your Electric Bill FOREVER!
1-866-933-6344 / weknow.net



WeKnow Technologies

12344 E. Northwest Hwy
Dallas, Texas 75228
Fax: 214-452-3710

Invoice

PAID

Date	Invoice #
1/15/2010	8142

Bill To
Israel Ortiz

Ship To
Sol Technologies Israel Ortiz 606 S. Missouri Ave. Welasco, TX 78596 956-975-2510

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			1/15/2010			

Quantity	Description	U/M	Price Each	Amount
5	Skystream 3.7 Land 208V/60Hz 3P complete with 33' Monopole tower	ea	6,918.00	34,590.00
5	Shipping of wind systems (reduced shipping for 5 plus systems)		495.00	2,475.00
5	J-Bolt Kit		350.00	1,750.00
	Sales Tax		8.25%	0.00

Subtotal	$38,815.00
Total	$38,815.00
Balance Due	$0.00

Customer Signature _____ Date _____
I have received the product and services

Please send all Payments to: 12344 E. Northwest Hwy Dallas, Texas 75228

GENERAL CONTRACTOR'S AFFIDAVIT AND PARTIAL WAIVER OF LIEN

GENERAL CONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN #__3__

THE STATE OF TEXAS **COUNTY OF HIDALGO**

BEFORE ME, the undersigned authority, on this day personally appeared, Timothy J. Mickunas, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of D. Wilson Construction Company (the "General Contractor")

2. Pursuant to an agreement between Hidalgo County and the General Contractor, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as **New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.**

3. In consideration of and conditioned upon receipt of payment through February 28, 2010 from the Owner, D. Wilson Construction Company hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

4. D. Wilson Construction Company **certifies** that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and should any deviations from the contract documents, be found at any time, General Contractor holds the Owner, the Architect, and Engineers harmless.

EXECUTED this 1st day of March , 2010.

By: _____

Title: Timothy J. Mickunas, Secretary/Treasurer

SUBSCRIBED AND SWORN TO before me by the said Secretary/Treasurer of D. Wilson Construction Company this 1st day of March , 2010, to certify which witness my hand and seal of office.

Seal: NOTARY PUBLIC in and for Hidalgo County, The State of Texas

_____

My Commission Expires on: 06/08/11

NORMA IRENE ESPINOZA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 06-08-2011

SURETY COMPANY STATEMENT

March 1, 2010

This is to confirm that we have reviewed the Application for Payment No. 3 submitted by D. Wilson Construction Company the Contractor for the New Hidalgo County Pct. 2 Administration Offices and Other County Offices, Pharr, Texas, and that we approve, without reservation, of the payment of the requested funds to the Contractor by Hidalgo County.

Great American Insurance Company of New York certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and should any deviations from the contract documents, be found at any time, Great American Insurance Company of New York holds the Owner, the Architect, and Engineers harmless.

Print Name: David C. Hughston
Name of Surety: Great American Insurance of New York

This instrument was acknowledged before me, the undersigned authority by David C. Hughston on the 1st day of March, 2010

Notary Public for the State of Texas
Commission Expires: 4/2/2012

MARY EDWARDS
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires: 04-02-2012

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

New York

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 15621

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name		Address	Limit of Power
RAY HUGHSTON	PEGGY GONZALEZ	ALL OF	ALL
CHRIS HUGHSTON	MARY EDWARDS	BROWNSVILLE, TEXAS	$75,000,000.
DAVID C. HUGHSTON			

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17TH day of JUNE , 2008 .

Attest GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON-ss:

On this 18TH day of JUNE, 2008 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company of New York, the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company of New York by unanimous written consent dated July 27, 1995.

RESOLVED: That the Divisional President, the Divisional Senior Vice President, the several Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, EVE CUTLER ROSEN, Senior Vice President, General Counsel & Assistant Secretary of Great American Insurance Company of New York, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of July 27, 1995 have not been revoked and are now in full force and effect.

Signed and sealed this 1st day of March 2010 .

APPLICATIONS FOR PAYMENT CERTIFICATION

§ 9.3 APPLICATIONS FOR PAYMENT

In accordance with § 9.3.1 of AIA Document A201, General Conditions of the Contract for Construction, D. Wilson Construction Company certifies that there are no known mechanics', materialman's, or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the **Application #3** and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to the Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

D. WILSON CONSTRUCTION COMPANY

Timothy J. Mickunas, Secretary/Treasurer

This instrument was acknowledged before me, the undersigned authority by Timothy J. Mickunas on the **1st** day of **March, 2010.**

Notary Public for the State of Texas
My Commission Expires: 06/08/11

NORMA IRENE ESPINOZA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 06-08-2011

SUBCONTRACTOR'S / SUPPLIER'S AFFIDAVIT AND PARTIAL WAIVER OF LIEN

SUBCONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 1

THE STATE OF TEXAS **COUNTY OF** Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared, Sandra Martinez, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of Cantus Plumbing Inc. (the "Subcontractor/Materialmen")

2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as **New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.**

3. In consideration of and conditioned upon receipt of payment through 2/25/2010 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 17th day of February, 2010.

By: Sandra Martinez

Title: Vice President

SUBSCRIBED AND SWORN TO before me by the said Vice President of Cantus Plumbing Inc. this day of February 17, 2010, to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for Hidalgo County, The State of Texas

ROBERTO ZUNIGA, JR.
MY COMMISSION EXPIRES
February 6, 2012

My Commission Expires on: 2/06/2012

SUBCONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 1

THE STATE OF TEXAS **COUNTY OF** Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared, Angie Reyes, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of R+J Concrete, LLC (the "Subcontractor/Materialmen")

2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as **New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.**

3. In consideration of and conditioned upon receipt of payment through 2-23-10 from D. Wilson Construction Company , Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 23rd day of Febuary, 20 10.

By: Angie Reyes

Title: Office Manager

SUBSCRIBED AND SWORN TO before me by the said _____ of 23rd this day of Febrary, 20 10, to certify which witness my hand and seal of office.

Seal: NOTARY PUBLIC in and for County, The State of Texas

My Commission Expires on:

NORMA IRENE ESPINOZA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 06-08-2011

SUBCONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 2

THE STATE OF TEXAS **COUNTY OF** Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared, Raul Mendoza, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of Ravcom Steel LLC (the "Subcontractor/Materialmen")

2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as **New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.**

3. In consideration of and conditioned upon receipt of payment through 2-28-10 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 19th day of February, 20 10.

By: Raul Mendoza

Title: President

SUBSCRIBED AND SWORN TO before me by the said Raul Mendoza of Ravcom Steel LLC this day of February 19, 20 10, to certify which witness my hand and seal of office.

Seal: NOTARY PUBLIC in and for Hidalgo County, The State of Texas

Graciela Ibarra

My Commission Expires on:

GRACIELA IBARRA
Notary Public, State of Texas
My Commission Expires
September 07, 2011

SUBCONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 1

THE STATE OF TEXAS COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared Mirta Guajardo _____, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of Rio Grande Steel, Ltd. (the "Subcontractor/Materialmen")

2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as **New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.**

3. In consideration of and conditioned upon receipt of payment through 2/12/2010 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all lien rights and claims under the construction and statutes of the State of Texas for any labor and/or materials supplied to the Project as of the date stated above.

EXECUTED this 18th day of February, 20 10.

By: _____

Title: Treasurer

SUBSCRIBED AND SWORN TO before me by the said Mirta Guajardo Rio Grande Steel, Ltd. this day of February 18th 10, to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for Hidalgo County, The State of Texas

My Commission Expires on: 3/27/2013

JOEL ALEJANDRO GARZA
Notary Public, State of Texas
My Commission Expires
March 27, 2013

SUBCONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 2

THE STATE OF TEXAS **COUNTY OF** Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared, Romeo Rendon Jr. Riverside Construction, Ltd., who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of Riverside Construction, Ltd. (the "Subcontractor/Materialmen")

2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as **New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.**

3. In consideration of and conditioned upon receipt of payment through 2-19-10 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 19th day of February, 2010.

By: _____

Title: Owner/Manager

SUBSCRIBED AND SWORN TO before me by the said Romeo Rendon Jr. of Riverside Construction, Ltd. 19th this day of February, 2010, to certify which witness my hand and seal of office.

Seal: NOTARY PUBLIC in and for County, The State of

_____

My Commission Expires on:

MARISSA GONZALEZ
Notary Public, State of Texas
My Commission Expires
August 03, 2011

SUBCONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 1

THE STATE OF TEXAS **COUNTY OF** Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared, Israel Ortiz, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of Sol Technologies LLC (the "Subcontractor/Materialmen")

2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as **New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.**

3. In consideration of and conditioned upon receipt of payment through 2-19-10 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 17 day of February, 2010.

By: Israel Ortiz

Title: Treasurer

SUBSCRIBED AND SWORN TO before me by the said Israel Ortiz of _____ this day of 19th February, 2010, to certify which witness my hand and seal of office.

Seal:

NOTARY PUBLIC in and for Hidalgo County, The State of Texas

My Commission Expires on: November 8, 2010

NOTARY PUBLIC STATE OF TEXAS
HUMBERTO R. BARBERENA
My Commission Expires
November 8, 2010

SUBCONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 2

THE STATE OF TEXAS **COUNTY OF** Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared, Medardo Villarreal, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of S-Tex Industries (the "Subcontractor/Materialmen")

2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as **New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.**

3. In consideration of and conditioned upon receipt of payment through February 20, 2010 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 23rd day of February, 20 10.

By: _____

Title: President

SUBSCRIBED AND SWORN TO before me by the said President of S-Tex Industries this day of February 23, 20 10, to certify which witness my hand and seal of office.

Seal: NOTARY PUBLIC in and for Hidalgo County, The State of Texas

Patricia Garcia

My Commission Expires on: October 1, 2012

PATRICIA GARCIA
MY COMMISSION EXPIRES
October 1, 2012

SUBCONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 2

THE STATE OF TEXAS **COUNTY OF** Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared, Juan Ortiz, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of Zitro Electric LLC. (the "Subcontractor/Materialmen")

2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as **New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.**

3. In consideration of and conditioned upon receipt of payment through Feb. 22, 2010 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 22 day of February, 20 10

By: _____

Title: President

SUBSCRIBED AND SWORN TO before me by the said Juan Ortiz of Zitro Electric LLC this day of 22 February, 2010, to certify which witness my hand and seal of office.

Seal: NOTARY PUBLIC in and for County, The State of

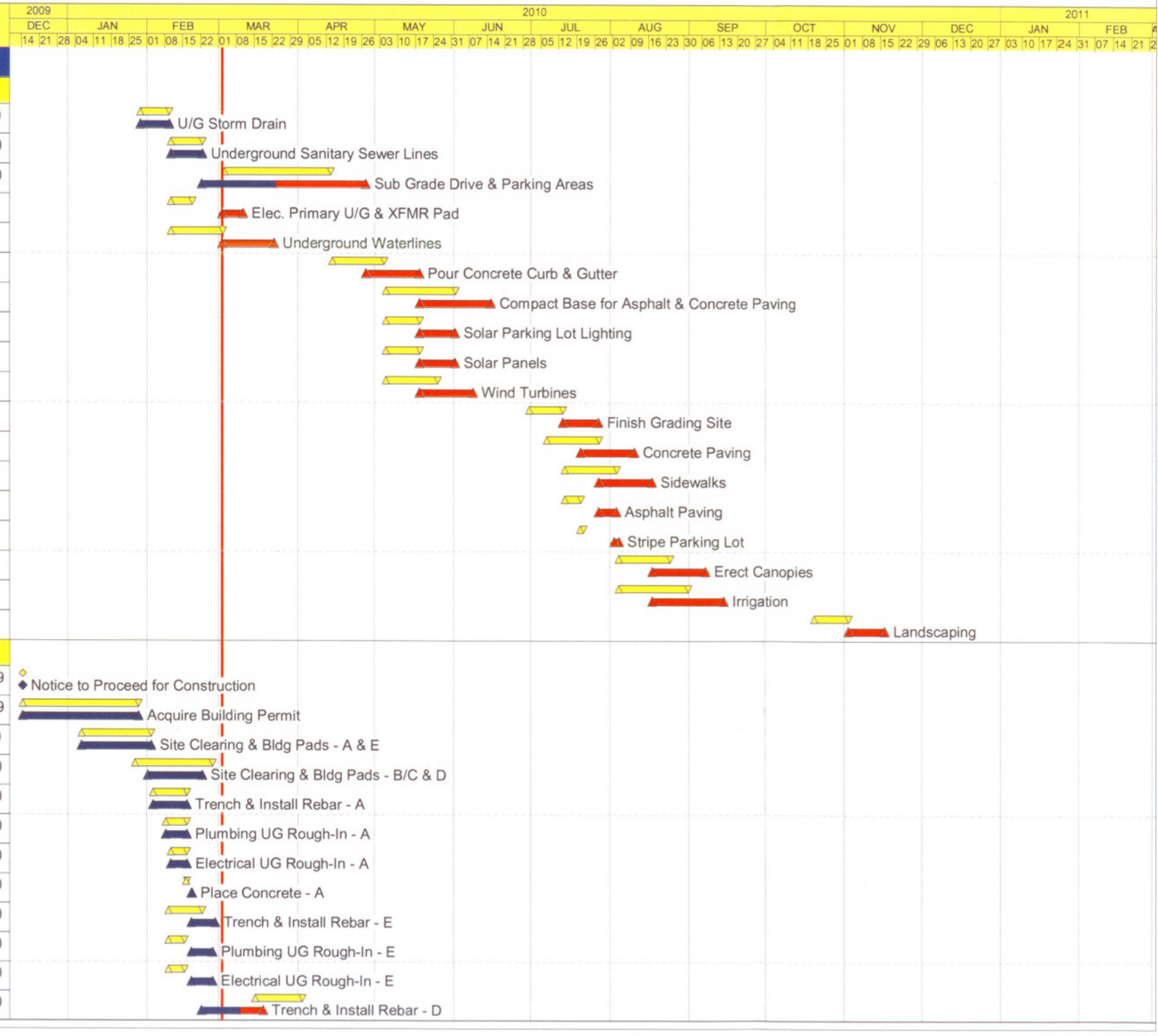
Saray Ortiz

My Commission Expires on:

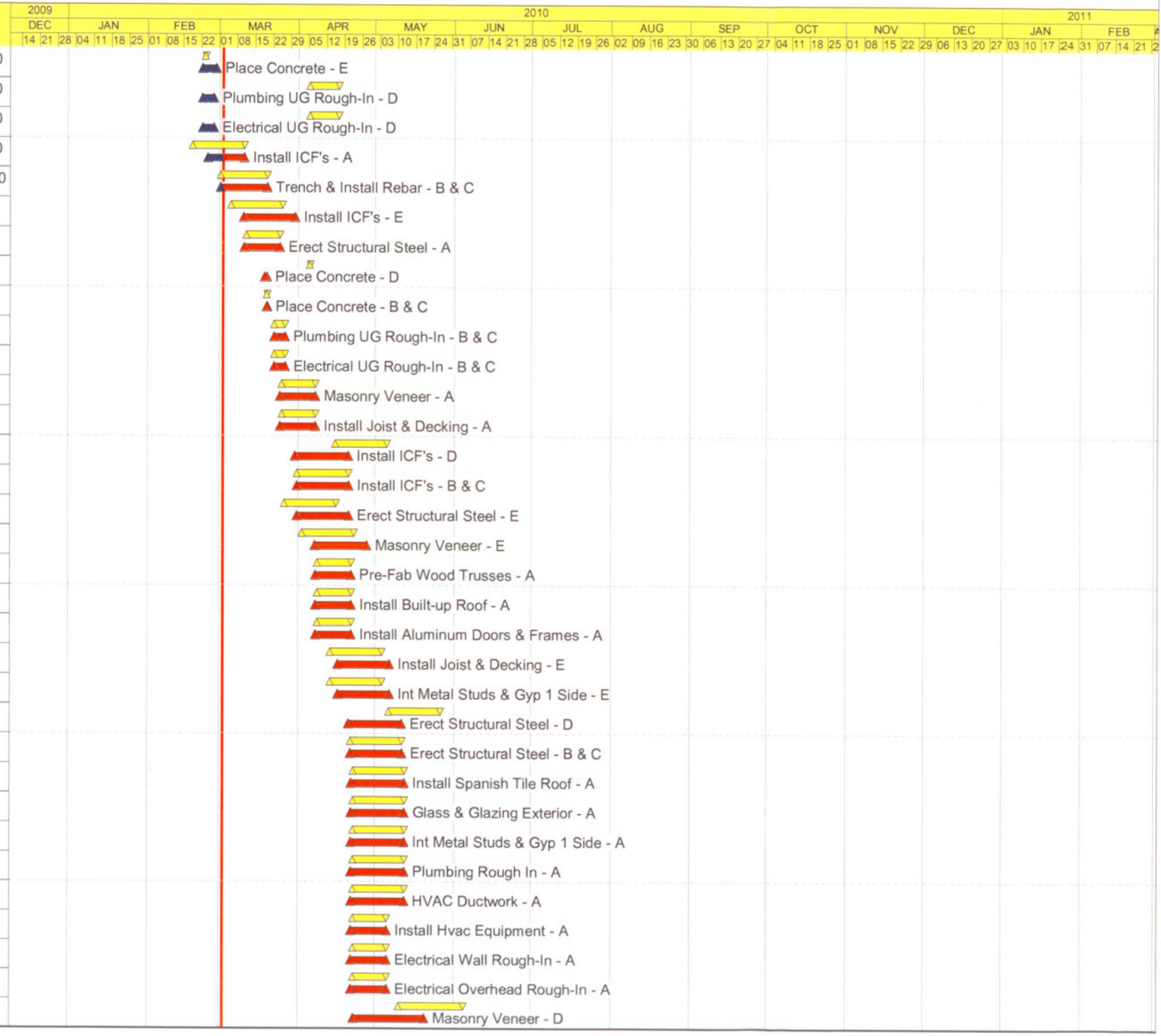
SARAY ORTIZ
My Commission Expires
September 14, 2011

PROJECT SCHEDULE

Description	Early Start	Early Finish	OD	%	Actual Start
Hidalgo County Pct. 2					
Sitework					
U/G Storm Drain	29JAN10 A	09FEB10 A	8d	100	29JAN10
Underground Sanitary Sewer Lines	10FEB10 A	22FEB10 A	9d	100	10FEB10
Sub Grade Drive & Parking Areas	22FEB10 A	27APR10	30d	15	22FEB10
Elec. Primary U/G & XFMR Pad	02MAR10	10MAR10	7d	0	
Underground Waterlines	02MAR10	22MAR10	15d	0	
Pour Concrete Curb & Gutter	27APR10	18MAY10	15d	0	
Compact Base for Asphalt & Concrete	18MAY10	15JUN10	20d	0	
Solar Parking Lot Lighting	18MAY10	01JUN10	10d	0	
Solar Panels	18MAY10	01JUN10	10d	0	
Wind Turbines	18MAY10	08JUN10	15d	0	
Finish Grading Site	13JUL10	27JUL10	10d	0	
Concrete Paving	20JUL10	10AUG10	15d	0	
Sidewalks	27JUL10	17AUG10	15d	0	
Asphalt Paving	27JUL10	03AUG10	5d	0	
Stripe Parking Lot	02AUG10	04AUG10	2d	0	
Erect Canopies	17AUG10	07SEP10	15d	0	
Irrigation	17AUG10	14SEP10	20d	0	
Landscaping	02NOV10	16NOV10	10d	0	
Buildings					
Notice to Proceed for Construction	14DEC09 A		0	100	14DEC09
Acquire Building Permit	14DEC09 A	28JAN10 A	32d	100	14DEC09
Site Clearing & Bldg Pads - A & E	06JAN10 A	02FEB10 A	20d	100	06JAN10
Site Clearing & Bldg Pads - B/C & D	01FEB10 A	22FEB10 A	23d	100	01FEB10
Trench & Install Rebar - A	03FEB10 A	16FEB10 A	10d	100	03FEB10
Plumbing UG Rough-In - A	08FEB10 A	16FEB10 A	7d	100	08FEB10
Electrical UG Rough-In - A	10FEB10 A	16FEB10 A	5d	100	10FEB10
Place Concrete - A	18FEB10 A	18FEB10 A	1d	100	18FEB10
Trench & Install Rebar - E	18FEB10 A	27FEB10 A	10d	100	18FEB10
Plumbing UG Rough-In - E	18FEB10 A	26FEB10 A	5d	100	18FEB10
Electrical UG Rough-In - E	18FEB10 A	26FEB10 A	5d	100	18FEB10
Trench & Install Rebar - D	22FEB10 A	18MAR10	15d	50	22FEB10



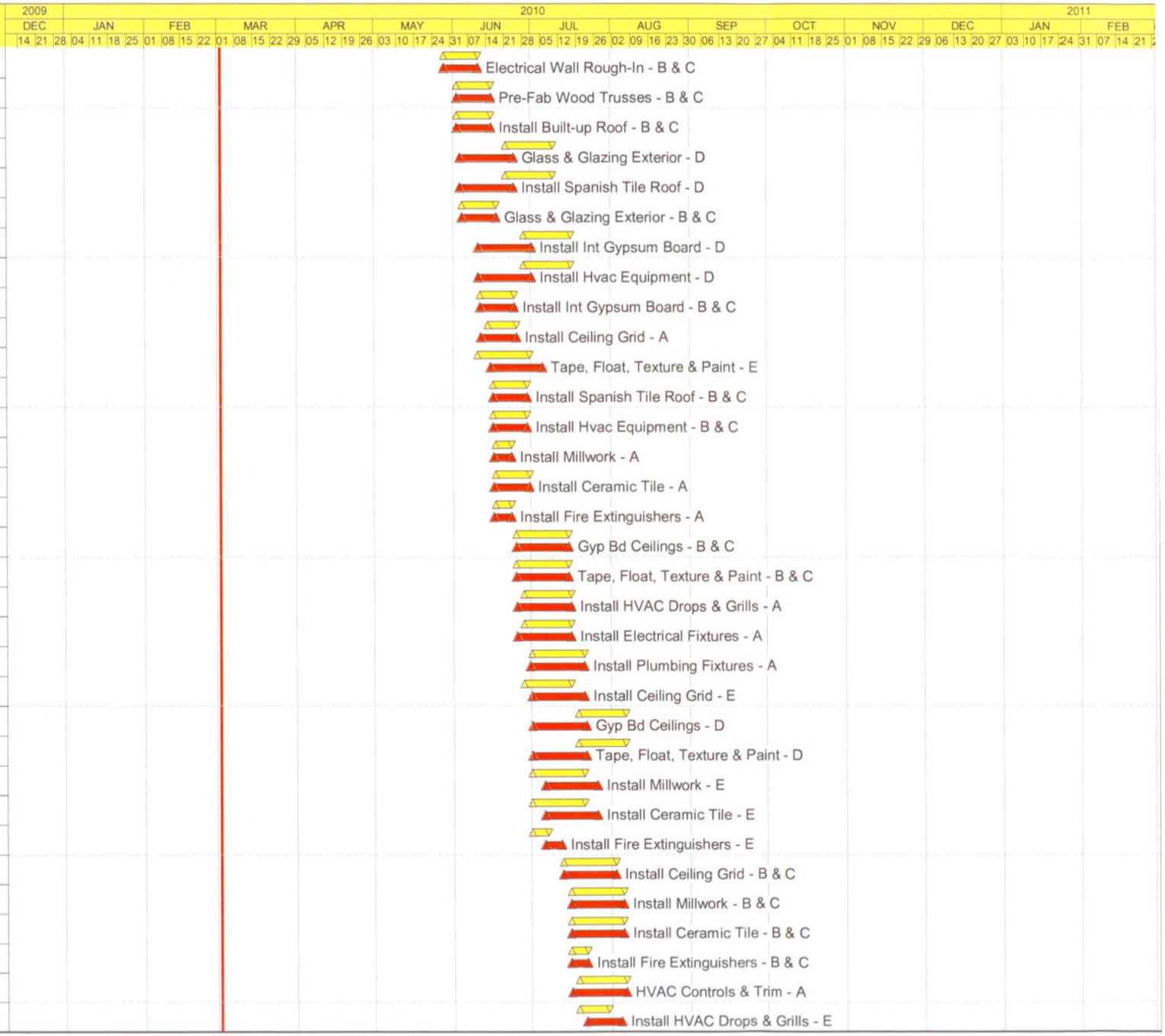
Description	Early Start	Early Finish	OD	%	Actual Start
Place Concrete - E	22FEB10 A	27FEB10 A	1d	100	22FEB10
Plumbing UG Rough-In - D	22FEB10 A	26FEB10 A	10d	100	22FEB10
Electrical UG Rough-In - D	22FEB10 A	26FEB10 A	10d	100	22FEB10
Install ICF's - A	24FEB10 A	10MAR10	15d	55	24FEB10
Trench & Install Rebar - B & C	01MAR10 A	19MAR10	15d	7	01MAR10
Install ICF's - E	10MAR10	30MAR10	15d	0	
Erect Structural Steel - A	10MAR10	24MAR10	10d	0	
Place Concrete - D	18MAR10	19MAR10	1d	0	
Place Concrete - B & C	19MAR10	19MAR10	1d	0	
Plumbing UG Rough-In - B & C	22MAR10	26MAR10	5d	0	
Electrical UG Rough-In - B & C	22MAR10	26MAR10	5d	0	
Masonry Veneer - A	24MAR10	07APR10	10d	0	
Install Joist & Decking - A	24MAR10	07APR10	10d	0	
Install ICF's - D	30MAR10	20APR10	15d	0	
Install ICF's - B & C	31MAR10	20APR10	15d	0	
Erect Structural Steel - E	31MAR10	20APR10	15d	0	
Masonry Veneer - E	07APR10	27APR10	15d	0	
Pre-Fab Wood Trusses - A	07APR10	21APR10	10d	0	
Install Built-up Roof - A	07APR10	21APR10	10d	0	
Install Aluminum Doors & Frames - A	07APR10	21APR10	10d	0	
Install Joist & Decking - E	16APR10	06MAY10	15d	0	
Int Metal Studs & Gyp 1 Side - E	16APR10	06MAY10	15d	0	
Erect Structural Steel - D	20APR10	11MAY10	15d	0	
Erect Structural Steel - B & C	21APR10	11MAY10	15d	0	
Install Spanish Tile Roof - A	21APR10	12MAY10	15d	0	
Glass & Glazing Exterior - A	21APR10	12MAY10	15d	0	
Int Metal Studs & Gyp 1 Side - A	21APR10	12MAY10	15d	0	
Plumbing Rough In - A	21APR10	12MAY10	15d	0	
HVAC Ductwork - A	21APR10	12MAY10	15d	0	
Install Hvac Equipment - A	21APR10	05MAY10	10d	0	
Electrical Wall Rough-In - A	21APR10	05MAY10	10d	0	
Electrical Overhead Rough-In - A	21APR10	05MAY10	10d	0	
Masonry Veneer - D	22APR10	20MAY10	20d	0	



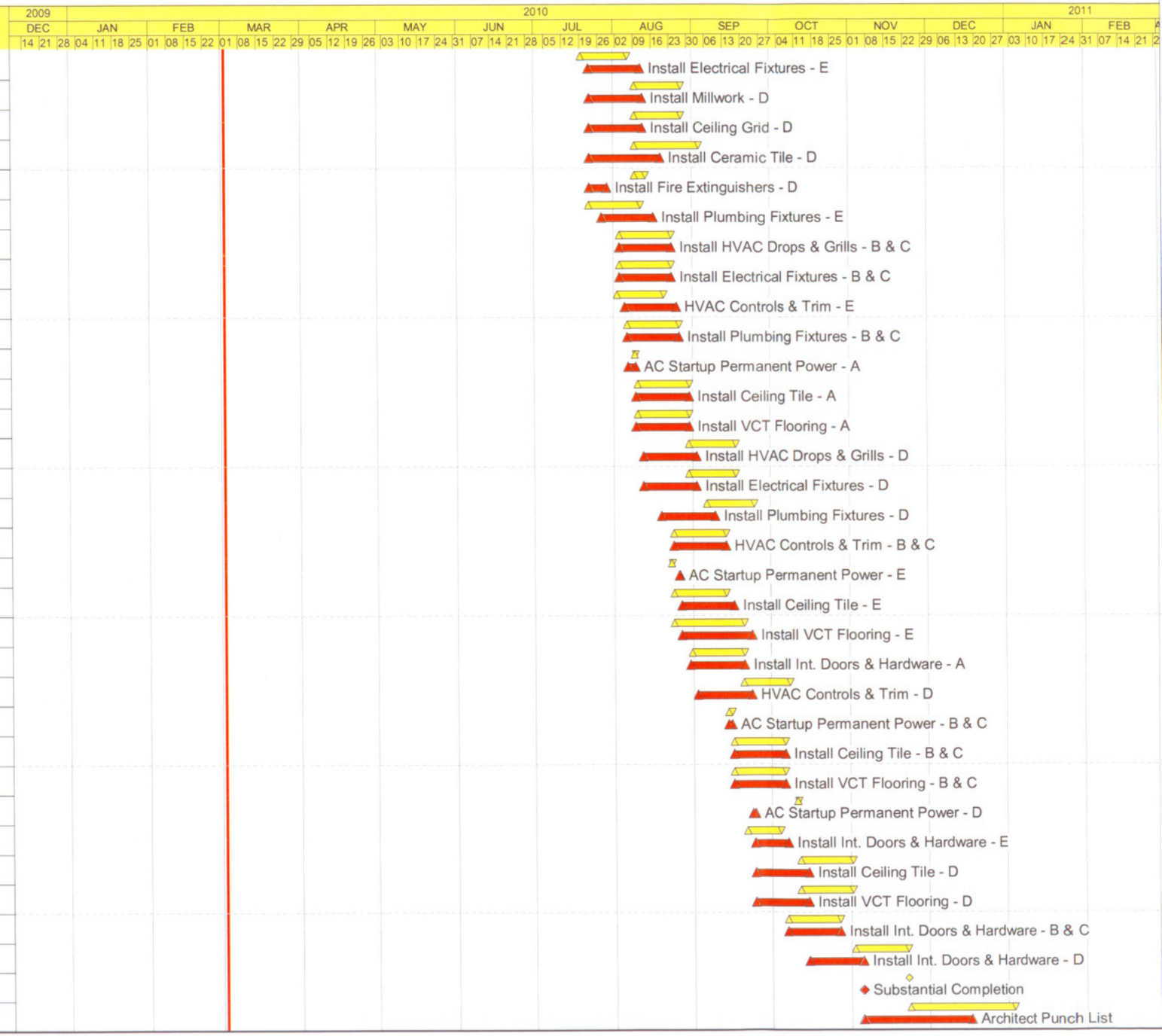
Description	Early Start	Early Finish	OD	%	Actual Start
Interior CMU - E	23APR10	13MAY10	15d	0	
Install Aluminum Doors & Frames - E	23APR10	06MAY10	10d	0	
Electrical Overhead Rough-In - E	23APR10	13MAY10	15d	0	
Masonry Veneer - B & C	05MAY10	25MAY10	15d	0	
Install Int Gypsum Board - A	05MAY10	26MAY10	15d	0	
Gyp Bd Ceilings - A	05MAY10	26MAY10	15d	0	
Install Joist & Decking - D	06MAY10	20MAY10	10d	0	
Pre-Fab Wood Trusses - E	07MAY10	27MAY10	15d	0	
Install Built-up Roof - E	07MAY10	27MAY10	15d	0	
Glass & Glazing Exterior - E	07MAY10	27MAY10	15d	0	
Plumbing Rough In - E	07MAY10	27MAY10	15d	0	
HVAC Ductwork - E	07MAY10	27MAY10	15d	0	
Electrical Wall Rough-In - E	07MAY10	27MAY10	15d	0	
Install Joist & Decking - B & C	12MAY10	01JUN10	15d	0	
Int Metal Studs & Gyp 1 Side - D	13MAY10	03JUN10	15d	0	
Int Metal Studs & Gyp 1 Side - B & C	14MAY10	03JUN10	15d	0	
Interior CMU - B & C	19MAY10	01JUN10	10d	0	
Pre-Fab Wood Trusses - D	20MAY10	03JUN10	10d	0	
Install Built-up Roof - D	20MAY10	10JUN10	15d	0	
Install Aluminum Doors & Frames - D	20MAY10	03JUN10	10d	0	
Electrical Overhead Rough-In - D	20MAY10	03JUN10	10d	0	
Install Aluminum Doors & Frames - B & C	21MAY10	03JUN10	10d	0	
Electrical Overhead Rough-In - B & C	21MAY10	03JUN10	10d	0	
Tape, Float, Texture & Paint - A	26MAY10	16JUN10	15d	0	
Plumbing Rough In - D	27MAY10	10JUN10	10d	0	
HVAC Ductwork - D	27MAY10	10JUN10	10d	0	
Electrical Wall Rough-In - D	27MAY10	10JUN10	10d	0	
Install Spanish Tile Roof - E	28MAY10	10JUN10	10d	0	
Install Int Gypsum Board - E	28MAY10	17JUN10	15d	0	
Gyp Bd Ceilings - E	28MAY10	10JUN10	10d	0	
Plumbing Rough In - B & C	28MAY10	10JUN10	10d	0	
HVAC Ductwork - B & C	28MAY10	10JUN10	10d	0	
Install Hvac Equipment - E	28MAY10	03JUN10	5d	0	



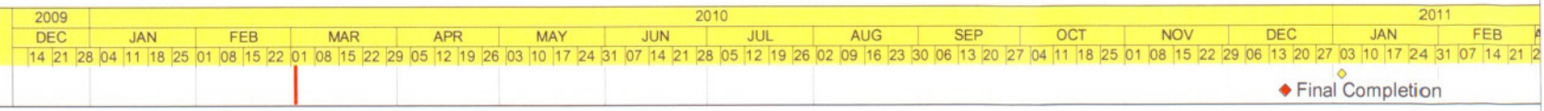
Description	Early Start	Early Finish	OD	%	Actual Start
Electrical Wall Rough-In - B & C	28MAY10	10JUN10	10d	0	
Pre-Fab Wood Trusses - B & C	02JUN10	15JUN10	10d	0	
Install Built-up Roof - B & C	02JUN10	15JUN10	10d	0	
Glass & Glazing Exterior - D	03JUN10	24JUN10	15d	0	
Install Spanish Tile Roof - D	03JUN10	24JUN10	15d	0	
Glass & Glazing Exterior - B & C	04JUN10	17JUN10	10d	0	
Install Int Gypsum Board - D	10JUN10	01JUL10	15d	0	
Install Hvac Equipment - D	10JUN10	01JUL10	15d	0	
Install Int Gypsum Board - B & C	11JUN10	24JUN10	10d	0	
Install Ceiling Grid - A	11JUN10	25JUN10	10d	0	
Tape, Float, Texture & Paint - E	15JUN10	05JUL10	15d	0	
Install Spanish Tile Roof - B & C	16JUN10	29JUN10	10d	0	
Install Hvac Equipment - B & C	16JUN10	29JUN10	10d	0	
Install Millwork - A	16JUN10	23JUN10	5d	0	
Install Ceramic Tile - A	16JUN10	30JUN10	10d	0	
Install Fire Extinguishers - A	16JUN10	23JUN10	5d	0	
Gyp Bd Ceilings - B & C	25JUN10	15JUL10	15d	0	
Tape, Float, Texture & Paint - B & C	25JUN10	15JUL10	15d	0	
Install HVAC Drops & Grills - A	25JUN10	16JUL10	15d	0	
Install Electrical Fixtures - A	25JUN10	16JUL10	15d	0	
Install Plumbing Fixtures - A	30JUN10	21JUL10	15d	0	
Install Ceiling Grid - E	01JUL10	21JUL10	15d	0	
Gyp Bd Ceilings - D	01JUL10	22JUL10	15d	0	
Tape, Float, Texture & Paint - D	01JUL10	22JUL10	15d	0	
Install Millwork - E	06JUL10	26JUL10	15d	0	
Install Ceramic Tile - E	06JUL10	26JUL10	15d	0	
Install Fire Extinguishers - E	06JUL10	12JUL10	5d	0	
Install Ceiling Grid - B & C	13JUL10	02AUG10	15d	0	
Install Millwork - B & C	16JUL10	05AUG10	15d	0	
Install Ceramic Tile - B & C	16JUL10	05AUG10	15d	0	
Install Fire Extinguishers - B & C	16JUL10	22JUL10	5d	0	
HVAC Controls & Trim - A	16JUL10	06AUG10	15d	0	
Install HVAC Drops & Grills - E	22JUL10	04AUG10	10d	0	



Description	Early Start	Early Finish	OD	%	Actual Start
Install Electrical Fixtures - E	22JUL10	11AUG10	15d	0	
Install Millwork - D	22JUL10	12AUG10	15d	0	
Install Ceiling Grid - D	22JUL10	12AUG10	15d	0	
Install Ceramic Tile - D	22JUL10	19AUG10	20d	0	
Install Fire Extinguishers - D	22JUL10	29JUL10	5d	0	
Install Plumbing Fixtures - E	27JUL10	16AUG10	15d	0	
Install HVAC Drops & Grills - B & C	03AUG10	23AUG10	15d	0	
Install Electrical Fixtures - B & C	03AUG10	23AUG10	15d	0	
HVAC Controls & Trim - E	05AUG10	25AUG10	15d	0	
Install Plumbing Fixtures - B & C	06AUG10	26AUG10	15d	0	
AC Startup Permanent Power - A	06AUG10	09AUG10	1d	0	
Install Ceiling Tile - A	09AUG10	30AUG10	15d	0	
Install VCT Flooring - A	09AUG10	30AUG10	15d	0	
Install HVAC Drops & Grills - D	12AUG10	02SEP10	15d	0	
Install Electrical Fixtures - D	12AUG10	02SEP10	15d	0	
Install Plumbing Fixtures - D	19AUG10	09SEP10	15d	0	
HVAC Controls & Trim - B & C	24AUG10	13SEP10	15d	0	
AC Startup Permanent Power - E	26AUG10	26AUG10	1d	0	
Install Ceiling Tile - E	27AUG10	16SEP10	15d	0	
Install VCT Flooring - E	27AUG10	23SEP10	20d	0	
Install Int. Doors & Hardware - A	30AUG10	20SEP10	15d	0	
HVAC Controls & Trim - D	02SEP10	23SEP10	15d	0	
AC Startup Permanent Power - B & C	14SEP10	15SEP10	2d	0	
Install Ceiling Tile - B & C	16SEP10	06OCT10	15d	0	
Install VCT Flooring - B & C	16SEP10	06OCT10	15d	0	
AC Startup Permanent Power - D	23SEP10	24SEP10	1d	0	
Install Int. Doors & Hardware - E	24SEP10	07OCT10	10d	0	
Install Ceiling Tile - D	24SEP10	15OCT10	15d	0	
Install VCT Flooring - D	24SEP10	15OCT10	15d	0	
Install Int. Doors & Hardware - B & C	07OCT10	27OCT10	15d	0	
Install Int. Doors & Hardware - D	15OCT10	05NOV10	15d	0	
Substantial Completion		05NOV10	0	0	
Architect Punch List	05NOV10	17DEC10	30d	0	



Description	Early Start	Early Finish	OD	%	Actual Start
Final Completion		17DEC10 *	0	0	



Start date	14DEC09
Finish date	17DEC10
Data date	02MAR10
Run date	02MAR10
Page number	6A
Project name	Hidalgo County ...

© Primavera Systems, Inc.

D. Wilson Construction Company
Hidalgo County Pct. 2
Schedule

- Early start point
- Early finish point
- Early bar
- Target start point
- Target finish point
- Target bar
- Progress bar
- Critical bar
- Summary bar
- Progress point
- Critical point
- Summary point
- Start milestone point
- Finish milestone point

D. WILSON CONSTRUCTION CO.

50 Years

Hidalgo County Pct. 2
New Administrative Offices for
Pharr, TX
Contract #2009-037C-11-17-OTM

♦♦♦♦♦♦

CERTIFIED PAYROLL REPORTS

(Submitted with Payment Application No. 3)

General Construction | Design Build | Construction Management

P.O. Box 3455 • 1209 East Pecan • McAllen, Texas 78502-3455 • 956-686-9573 • Fax 956-686-3270

www.dwilsonconstruction.com

CANTU'S PLUMBING INC.

U.S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
CONSTRUCTION DIVISION

PAYROLL

FORM APPROVED
BUDGET BUREAU NO. 44R-R43

(FOR CONTRACTOR'S OPTIONAL USE; SEE INSTRUCTIONS, FORM WH-348 ISSUE)

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS
	Cantu's Plumbing Inc.	2710 N. Conway Ave. Mission, TX 78574

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
3	02-17-10	Hidalgo County PCT 2 Administration Offices, Phase IX	

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF W/H EXE.	(3) WORK CLASSIFICATION	(4)	DAY AND DATE 7 / 8 / 9 / 10 / 11 / 12 / 13 — DOLLAR VALUE OF DAILY WORK	TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	DEDUCTIONS: FICA	DEDUCTIONS: W/H TAX	DEDUCTIONS:	DEDUCTIONS: OTHER	DEDUCTIONS: TOTAL DEDUCTIONS	(8) NET WAGES PAID FOR WEEK
Heliodoro Martinez 1404 S Stewart Blvd Alton, TX 78573 460-43-6478	M-0	Supervisor	O	7.5 / 5 / 5 / 5	22.5	$25.00	$675.00						
			S	3	3	$37.50	$1,112.50	$85.11	$110.88		$15.61	$217.60	$894.90
Jose Gonzalez 1008 Jasmine Circle McAllen, TX 78501 482-67-5268	S-0	Plumber	O	7.5 / 5 / 5 / 7.5	25	$11.00	$283.25						
			S	0.5	0.5	$16.50	$420.75	$32.19	$41.45		$4.00	$77.64	$343.11
Robert Fisher 412 Jennifer St. Donna TX 78537 067-76-9275	M-0	Plumber Assistant	O	7.5 / 5 / 8	20.5	$7.25	$148.63						
			S			$10.88	$319.91	$24.47	$5.65			$30.02	$289.89
Rigoberto Barrios 1786 W Diamond Head Alton, TX 78573 630-46-3355	M-3	Plumber	O	7.5 / 7	14.5	$14.00	$371.00						
			S	8	8	$21.00	$782.25	$59.84	$35.75		$90.13	$185.72	$596.53
Rogberto Ramirez 100 Tecate Dr Mission, TX 78572 551-06-3424	M-0	Plumber Assistant	O	7	7	$9.00	$171.00						
			S	8	8	$13.50	$508.50	$38.90	$26.28		$58.69	$123.87	$384.63
Abram Martinez 1404 S Stewart Blvd Alton, TX 78573 644-10-6270	S-0	Plumber Assistant	O	7.5	7.5	$7.50	$56.25						
			S			$11.25	$81.88	$4.74				$4.74	$57.14
Hugo Siller 1304 Tierra unda Circle E Mission, TX 78572 596-48-4246	M-1	Plumber	O	8 / 4.25	12.25	$13.50	$241.32						
			S	3.75	3.75	$20.25	$791.44	$60.55	$58.19		$15.61	$134.35	$657.09

PAYROLL

FORM APPROVED

(FOR CONTRACTOR'S OPTIONAL USE; SEE INSTRUCTIONS, REPORT WH-347 INSTEAD)

(1) FOR SUBCONTRACTOR		ADDRESS	
0	Cantu's Plumbing Inc.	2710 N. Conway Ave. Mission, TX 78574	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
3	02-17-10	Hidalgo County PCT 1 Administration Offices, Pharr TX	W9126G-05-C-0020 NA

(2) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(3) WITH-HOLDING EXEMPTIONS	(4) WORK CLASSIFICATION		(5) DAY AND DATE: DAILY HOURS WORKED EACH DAY							(6) TOTAL HOURS	(7) RATE OF PAY	(8) GROSS AMOUNT EARNED	(9) DEDUCTIONS					(10) NET WAGES PAID FOR WEEK
				1	2	3	4	5	6	7				FICA	W/H TAX		OTHER	TOTAL DEDUCTIONS	
				11	12	13	14	15	16	17									
Jose Troncoso 2406 Timberwood Ave. Mission, TX 78574 467-15-0930	M-0	Plumber	O					2.5			2.5	$11.75	$29.38						
			S								0	$17.63	$536.09	$41.01	$30.41		$4.00	$75.42	$460.67
Pragedis Rodriguez 828 Rankin St. Mission, TX 78572 635-48-8863	S-2	Plumber Assistant	O					2.5			2.5	$8.25	$20.63						
			S									$12.38	$376.41	$28.80	$13.75			$42.55	$333.86
			O																
			S																
			O																
			S																
			O																
			S																
			O																
			S																

I, Chastity Flores (Name of Signatory Party), Payroll Specialist (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by Topcon, Inc. on the Project or Job Hidalgo County PCT 2 Administration Offices That during the payroll period commencing on 2/11/2010 and period ending on 2/17/2010 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Topcon, Inc. from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work s/he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ -- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ -- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Remarks:	

NAME AND TITLE	SIGNATURE
Chastity Flores, Payroll Specialist	Chastity Flores

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMNAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

PAYROLL

U.S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
CONTRACTS OVERSIGHT

FORM APPROVED
BUDGET BUREAU NO. 44-R1022

(SEE CONTRACTOR'S INSTRUCTIONS, FEDERAL WAGE-HOUR STATEMENT)

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS
	Cantu's Plumbing Inc.	2710 N. Conway Ave. Mission, TX 78574

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
2	02/10/10	Hidalgo County PCT 2 Administration Offices, Pharr TX	

NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	WITH-HOLDING EXEMPTIONS	WORK CLASSIFICATION		DAY AND DATE: Y 1	M 4	T 5	W 6	T 7	F 8	S 9	S 10	TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	PUBLIC FUNDS: FICA	WITH-HOLDING TAX		OTHER	NO LAB. BENEFITS	NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Heliodoro Martinez 460-43-6478 1404 S. Stewart Blvd. Alton, TX 78573	M-0	Supervisor	O							2.5	7	9.5	$25.00	$275.00						
			S								1	1	$37.50	$1,037.50	$79.37	$105.63		$15.61	$200.61	$836.89
Jose Gonzalez 462-67-5268 1008 Jasmine Circle McAllen, TX 78501	S-0	Plumber	O							2.5	7	9.5	$11.00	$121.00						
			S								1	1	$16.50	$456.50	$34.92	$46.82		$4.00	$86.74	$370.76
Robert Fisher 067-76-9275 4712 Jennifer St. Donna, TX 78537	M-0	Plumber Assistant	O								8	8	$7.25	$58.00						
			S										$10.88	$70.00	$4.76				$4.75	$65.25
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O S																	

I, *Chastity Flores* [Name of Signatory Party] *Payroll Specialist* [Title] do hereby state:

(1) That I pay or supervise the payment of the persons employed by Topcon, Inc. on the Project or Job **Hidalgo County PCT 2 Administration Offices** That during the payroll period commencing on **2/4/2010** and period ending on **2/10/2010** all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Topcon, Inc. from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work s/he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State; are registered with the Bureau of Apprenticeship and Training, United and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Remarks:	

NAME AND TITLE	SIGNATURE
Chastity Flores, Payroll Specialist	Chastity Flores

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMNAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. DEPARTMENT OF LABOR
WAGE AND HOUR AND PUBLIC CONTRACTS DIVISION

PAYROLL

FORM APPROVED
BUDGET BUREAU NO. 44-R1145

(FOR CONSTRUCTION OPTIONAL USE; SEE INSTRUCTIONS, FORM 619-347 INST.)

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS
	Cantu's Plumbing Inc.	2710 N. Conway Ave. Mission, TX 78574

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
	02-03-10	Hidalgo County PCT 2 Administration Offices, Pharr TX	

NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	NO. OF W/H EXEMPTIONS	WORK CLASSIFICATION		DAY AND DATE:							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	DEDUCTIONS: FICA	DEDUCTIONS: W/H TAX	DEDUCTIONS:	DEDUCTIONS: OTHER	DEDUCTIONS: TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
				T	F	S	S	M	T	W									
				26	25	26	27	1	2	3									
				HOURS WORKED EACH DAY															
Jesus M Cantu 2102 Flor Lane Palmview, TX 78572 454-97-1009	M-1	Master Plumber	O		10.5	7			4		21.5	$25.00	$437.50						
			S									$37.50	$1,375.00	$105.19	$156.25		$162.56	$424.00	$951.00
Armando Domínguez 6109 E Cowboy Lane Mission, TX 78574 455-53-5502	M-2	Plumber Assistant	O		10.5	7			4		21.5	$9.50	$204.25						
			S									$14.25	$508.25	$38.88	$10.34		$14.86	$64.08	$444.17
Juan Hernandez 8534 Rancho Alto Dr. Edinburg, TX 78541 461-81-4267	M-0	Plumber	O		10.5	7			4		21.5	$17.00	$365.50						
			S									$25.50	$947.75	$72.50	$92.16		$10.03	$174.69	$773.06
Rigoberto Barrios 1786 W Diamond Head Alton, TX 78573 630-46-3355	M-3	Plumber	O						8		8	$14.00	$112.00						
			S									$21.00	$701.75	$53.68	$23.68		$90.16	$167.53	$534.22
Rogiberto Ramirez 100 Tecate Dr Mission, TX 78572 551-06-3424	M-0	Plumber Assistant	O						8		8	$9.00	$72.00						
			S									$13.50	$344.25	$26.33	$7.98		$99.69	$134.00	$210.25
			O																
			S																
			O																
			S																

CANTUS PLUMBING INC

02/09/2010 08:42 9555193488

e Employers Solutions, Inc. — **CERTIFIED PAYROLL REPORT**

I, *Chastity Flores* [Name of Signatory Party] *Payroll Specialist* [Title] do hereby state:

(1) That I pay or supervise the payment of the persons employed by Topcon, Inc. on the Project or Job **Hidalgo County PCT 2 Administration Offices, Pharr TX** That during the payroll period commencing on **1/28/2010** and period ending on **2/3/2010** all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Topcon, Inc. from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classificatiore set forth therein for each laborer or mechanic conform with the work s/he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ -- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ -- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Remarks:	

NAME AND TITLE	SIGNATURE
Chastity Flores, Payroll Specialist	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

R&J CONCRETE, LLC.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☑
R & J Concrete, LLC

ADDRESS 5410 N. Birch
Pharr, TX. 78577

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO. 3

FOR WEEK ENDING 02/17/2010

PROJECT AND LOCATION Hidalgo County Precinct #2 Pharr, TX.

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE 11 T	12 F	13 S	14 S	15 M	16 T	17 W	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
2423 Rogelio Guzman	3	Supervisor	O										$479.50	$36.68					$36.68	$442.82
			S		8.50			8.50	8.50	8.75	34.25	$14.00								
6577 Jose Aranda	0	Labor	O										$234.00	$17.90					$17.90	$216.10
			S		8.00				8.00	8.00	24.00	$9.75								
0571 Hector Corona	3	Labor	O										$233.81	$17.88					$17.88	$215.93
			S		8.00			8.00	8.00	8.25	32.25	$7.25								
7129 Jorge L Hernandez	2	Labor	O										$32.26	$4.45					$4.45	$27.81
			S		4.45						4.45	$7.25								
9040 Fransico Herrera	2	Rodbuster	O										$291.00	$22.26	$3.00				$25.26	$265.74
			S					8.00	8.00	8.25	24.25	$12.00								
2170 Moises Longoria	1	Labor	O										$72.00	$5.50					$5.50	$66.50
			S						8.00		8.00	$9.00								
7810 Luis Pacheco	3	Labor	O										$74.25	$5.69					$5.69	$68.56
			S							8.25	8.25	$9.00								
6765 Pablo Robledo	5	Labor	O										$194.00	$14.84						$179.16
			S					8.00	8.00	8.25	24.25	$8.00								

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☑
R & J Concrete, LLC

ADDRESS 5410 N. Birch
Pharr, TX. 78577

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO. 3

FOR WEEK ENDING 02/17/2010

PROJECT AND LOCATION Hidalgo County Precinct #2 Pharr, TX.

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE 11 T	12 F	13 S	14 S	15 M	16 T	17 W	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
5902 Edgar Perez	4	Labor	O										$116.00	$8.87					$8.87	$107.13
			S		8.00			8.00			16.00	$7.25								
7310 Juan Torres	3	Labor	O										$146.25	$11.19					$11.19	$135.06
			S						8.00	8.25	16.25	$9.00								
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 02/23/2010

I, Angie Reyes (Name of Signatory Party) Office Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

R & J Concrete, LLC (Contractor or Subcontractor) on the

Hidalgo Country Precinct #2 (Building or Work); that during the payroll period commencing on the

11 day of 2, 2010, and ending the 17 day of 2, 2010,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

R & J Concrete, LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Angie Reyes Office Manager	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☑
R & J Concrete, LLC

ADDRESS 5410 N. Birch
Pharr, TX. 78577

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO. 2

FOR WEEK ENDING 02/10/2010

PROJECT AND LOCATION Hidalgo County Precinct #2 Pharr, TX.

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				4	5	6	7	8	9	10				FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
				T	F	S	S	M	T	W										
				HOURS WORKED EACH DAY																
2423 Rogelio Guzman	3	Supervisor	O										$332.50	$25.44					$25.44	$307.06
			S					6.50	8.25	9.00	23.75	$14.00								
4652 Jesus Perez	2	Labor	O										$16.68	$1.39					$1.39	$15.29
			S							2.30	2.30	$7.25								
6577 Jose R. Aranda	0	Labor	O										$160.88	$12.32					$12.32	$148.56
			S						8.00	8.50	16.50	$9.75								
0571 Hector Corona	3	Labor	O										$119.63	$9.17					$9.17	$110.46
			S						8.00	8.50	16.50	$7.25								
7129 Jorge L. Hernandez	2	Labor	O										$16.68	$1.39					$1.39	$15.29
			S							2.30	2.30	$7.25								
9040 Fransisco Herrera	2	Rodbuster	O										$201.00	$15.39					$15.39	$185.61
			S						8.25	8.50	16.75	$12.00								
2170 Moises Longoria	1	Labor	O										$27.00	$2.08					$2.08	$24.92
			S							3.00	3.00	$9.00								
7810 Luis Pacheco	3	Labor	O										$126.00	$9.63					$9.63	$116.37
			S					6.00	8.00		14.00	$9.00								

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☑
R & J Concrete, LLC

ADDRESS 5410 N. Birch
Pharr, TX. 78577

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO. 2

FOR WEEK ENDING 02/10/2010

PROJECT AND LOCATION Hidalgo County Precinct #2 Pharr, TX.

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				4	5	6	7	8	9	10				FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
				T	F	S	S	M	T	W										
				HOURS WORKED EACH DAY																
5902 Edgar Perez	4	Labor	O										$163.13	$12.47					$12.47	$150.66
			S					6.00	8.00	8.50	22.50	$7.25								
7310 Juan Torres	3	Labor	O										$202.50	$15.49					$15.49	$187.01
			S					6.00	8.00	8.50	22.50	$9.00								
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 02/23/2010

I, Angie Reyes (Name of Signatory Party) Office Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

R & J Concrete, LLC (Contractor or Subcontractor) on the

Hidalgo Country Precinct #2 (Building or Work); that during the payroll period commencing on the

4 day of 2, 2010, and ending the 10 day of 2, 2010,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

R & J Concrete, LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Angie Reyes Office Manager	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☑
R & J Concrete, LLC

ADDRESS 5410 N. Birch
Pharr, TX. 78577

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO. 1

FOR WEEK ENDING 02/03/2010

PROJECT AND LOCATION Hidalgo County Precinct #2 Pharr, TX.

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				28 T	29 F	30 S	31 S	1 M	2 T	3 W				FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
				HOURS WORKED EACH DAY																
2423 Rogelio Guzman	3	Supervisor	O										$227.50	$17.43					$17.43	$210.07
			S					8.50	7.75		16.25	$14.00	$227.50							
4652 Jesus Perez	2	Labor	O										$56.19	$4.30					$4.30	$51.89
			S					7.75			7.75	$7.25								
2869 Benito Rios	0	Labor	O										$87.19	$6.66					$6.66	$80.53
			S					7.75			7.75	$11.25								
2945 Luis Tamez	2	Labor	O										$56.19	$4.30					$4.30	$51.89
			S					7.75			7.75	$7.25								
7278 Javier Barrientos	6	Labor	O										$59.50	$4.55					$4.55	$54.95
			S						7.00		7.00	8.50								
6765 Pablo Robledo	5	Labor	O										$56.00	$4.28					$4.28	$51.72
			S						7.00		7.00	8.00								
9492 Luis Vasquez	1	Labor	O										$64.75	$4.95					$4.95	$59.80
			S						7.00		7.00	9.25								
			O																	
			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 02/23/2010

I, Angie Reyes (Name of Signatory Party) Office Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

R & J Concrete, LLC (Contractor or Subcontractor) on the

Hidalgo Country Precinct #2 (Building or Work); that during the payroll period commencing on the

28 day of 1, 2010, and ending the 3 day of 2, 2010,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

R & J Concrete, LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Angie Reyes Office Manager	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

RAVCOM STEEL, LLC.

9565835918

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
Expires: 03/31/2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒: RAVCOM STEEL LLC

ADDRESS: 3705 W. 5 Mile Rd Mission, TX 78574

PAYROLL NO.: 6

FOR WEEK ENDING: February 12,2010

PROJECT AND LOCATION: Pharr, TX

PROJECT OR CONTRACT NO.:

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	O. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY: Su 2/7	M 2/8	T 2/9	W 2/10	TH 2/4	F 2/5	S 2/6	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITHHOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Adan Mendoza 3203 Fresa Dr. Mission, TX 78572 456-81-1865	0	WELDER	O	0	8	8	7:46	7:45	7:28	0	38:32	10.00	385.33	29.48	0	0	0	0	29.48	345.06
			S																	
Raul M. Sanchez 1818 N. Pine St. Alton, TX 78573 450-55-8247	0	IRON WORKER	O																	
			S	S	A	L	A	R	Y			350.00 WKLY	350.00	26.77	0	0	0	0	26.77	323.23
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Feb 19 10 11:54a RAVCOM STEEL LLC

9565835918

Feb 19 10 11:54a RAVCOM STEEL LLC

Date 2-19-10

I, Maribel Mendoza (Name of Signatory Party) Accounting (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

RAVCOM STEEL LLC (Contractor or Subcontractor) on the

Hidalgo County Pct#2 (Building or Work); that during the payroll period commencing on the

6th day of February 2010, and ending the 12 day of February, 2010

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

RAVCOM STEEL LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Maribel Mendoza Accounting	Maribel Mendoza

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 519-551

9565835918

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
Expires: 03/31/2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒: RAVCOM STEEL LLC

ADDRESS: 3705 W. 5 Mile RD Mission, TX 78574

PAYROLL NO.: 5

FOR WEEK ENDING: 2/05/10

PROJECT AND LOCATION: Pharr, TX

PROJECT OR CONTRACT NO.:

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	O. T. OR S. T.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				Su 1/31 / M 2/1 / T 2/2 / W 2/3 / TH 2/4 / F 2/5 / Sa 1/30										
Adan Mendoza 3203 Fresa Dr Mission, TX 78472 456-81-1865	0	Welder	O	8:15 / 8:57 / 7:58 / 8:13 / 7:37	40:54	10.00	413.50	32.64	0	0	0	0	32.64	370.09
			S											
Jesus Mendoza 1818 N. Pine St. Alton, TX 78573 453-81-1429	0	Iron Worker	O	8:00 / 8:00 / 0 / 0 / 0	16:00	7.25	116.00	8.87	0	0	0	0	8.87	107.13
			S											
Raul M. Sanchez 1818 N. Pine St. Alton, TX 78573 450-55-8247	0	Iron Worker	O				350.00	26.78	0	0	0	0	26.78	323.22
			S	SALARY		$350 Wkly								
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Feb 19 10 11:53a RAVCOM STEEL LLC

9565835918

Feb 19 10 11:53a RAVCOM STEEL LLC

Date 2/19/10

I, Maribel Mendoza (Name of Signatory Party) Accounting (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

RAVCOM STEEL LLC (Contractor or Subcontractor) on the

Hidalgo County Pct.#2 (Building or Work); that during the payroll period commencing on the

30th day of January, 2010 and ending the 5Th day of February 2010,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

RAVCOM STEEL LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Accounting Maribel Mendoza	Maribel Mendoza

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. G.P.O.:1997 519.851

9565835918

PAYROLL

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
Expires: 03/31/2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒: RAVCOM STEEL LLC

ADDRESS: 3705 W. 5 Mile Rd Mission, TX 78574

PAYROLL NO.: 4

FOR WEEK ENDING: January 29,2010

PROJECT AND LOCATION: Pharr, TX

PROJECT OR CONTRACT NO.:

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY: Su 1/24	M 1/25	T 1/26	W 1/27	Th 1/28	F 1/29	Sa 1/23	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITHHOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Adan Mendoza 3203 Fresa DR. Mission, Tx 78572 456-81-1865	0	Welder	O		8:22	8:03	7:43	8:00	6:57		39:20	$10.00	392.00	29.99	0	0	0	0	29.00	351.24
			S																	
Jesus Mendoza 1818 N.Pine St. Alton, TX 78573 453-81-1429	0	Iron Worker	O		8:00	8:00	6:40	7:44	2:48		38:12	$7.25	276.00	25.15	0	0	0	0	25.15	251.20
			S																	
Raul M. Sanchez 1818 N. Pine St. Alton, TX 78573 450-55-8247	0	Iron Worker	O										350.00	26.77	0	0	0	0	26.77	323.23
			S	S	A	L	A	R	Y			350 WKLY								
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Feb 19 10 11:52a RAVCOM STEEL LLC

9565835918

Feb 19 10 11:52a RAVCOM STEEL LLC

Date 1-19-10

I, Maribel Mendoza (Name of Signatory Party) Accounting (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

RAVCOM STEEL LLC (Contractor or Subcontractor) on the

Hidalgo County Pct. #2 (Building or Work); that during the payroll period commencing on the

23Rd day of January, 2010 and ending the 29th day of January, 2010

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

RAVCOM STEEL LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Accounting Maribel Mendoza	Maribel Mendoza

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

*U.S. G.P.O.:1997 519.861

9565835918

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
Expires: 03/31/2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒: RAVCOM STEEL LLC

ADDRESS: 3705 W. 5 Mile Rd. Mission, TX 78574

PAYROLL NO.: 3

FOR WEEK ENDING: January 22,2010

PROJECT AND LOCATION: Pharr, TX

PROJECT OR CONTRACT NO.:

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	ST. OR O.	(4) DAY AND DATE — HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				Su 1/17	M 1/18	T 1/19	W 1/20	TH 1/21	F 1/22	S 1/23				FICA	WITHHOLDING TAX			OTHER	TOTAL DEDUCTIONS	
Adan Mendoza 3203 Fresa Dr. Mission, TX 78572 456-81-1865	0	WELDER	O		8	8	8	8	9.57		41:57	10.00	429.25	32.84	2.00	0	0	0	34.84	383.04
			S																	
Raul M. Sanchez 1818 N. Pine St. Alton, TX 78573 450-55-8247	0	IRON WORKER	O										350.00	26.78	0	0	0	0	26.78	323.22
			S	S	A	L	A	R	Y		—	350.00 WKLY								
Jesus Mendoza 1818 N. Pine St. Alton, TX 78573 453-81-1429	0		O		8	8	8	8	9.10		41:10	7.25	302.69	23.15	7.00	0	0	0	30.15	272.54
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Feb 19 10 11:51a RAVCOM STEEL LLC

Date 2/19/10

I, Maribel Mendoza (Name of Signatory Party) Accounting (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

RAVCOM STEEL LLC (Contractor or Subcontractor) on the

Hidalgo County Pct. #2 (Building or Work); that during the payroll period commencing on the

16 day of January, 2010 and ending the 22nd day of January, 2010

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

RAVCOM STEEL LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Maribel Mendoza Accounting	Maribel Mendoza

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.: 1997 519 861

RIVERSIDE CONSTRUCTION, LTD.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1215-0149
Expires: 12/31/2011

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒: Riverside Construction, Ltd.

ADDRESS: 137 E. Pecan Blvd. McAllen TX

PAYROLL NO.:

FOR WEEK ENDING: 2/19/2010

PROJECT AND LOCATION: Hidalgo Pct #2 - Pharr, TX

PROJECT OR CONTRACT NO.:

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	ST. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITHHOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Gilbert Cantu xxx-xx-5911	S/0	operator	O S	8 8 8 8 8	40	13.00	520.00	39.78	56.34				96.12	520.00
Jerry Flores xxx-xx-8272	M/3	laborer	O S	8 8 8 8 4	36	9.50	342.00	26.16	"				26.16	342.00
Jorge Maldonado xxx-xx-0506	M/3	laborer	O S	8 8 8 8 4	36	7.75	279.00	21.35	"				21.35	279.00
Orlando Razo xxx-xx-8041	S/0	laborer	O S	8 8 8 6	30	8.50	255.00	19.51	16.59				36.10	255.00
			O S											
			O S											
			O S											
			O S											

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 02/19/10

I, Marissa Gonzalez (Name of Signatory Party) Executive Assistant (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Riverside Construction, Ltd. (Contractor or Subcontractor) on the Hidalgo Pregnt #2 (Building or Work); that during the payroll period commencing on the 11th day of February, and ending the 17th day of February 2010 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Riverside Construction, Ltd. (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
mgonzalez Ex. Assistant	mgonzalez

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Date 02/12/10

I, Marissa Gonzalez (Name of Signatory Party) Executive Assistant (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Riverside Construction, Ltd. (Contractor or Subcontractor) on the Hidalgo Pct. 2 (Building or Work); that during the payroll period commencing on the 4th day of February 2010 and ending the 10th day of February 2010 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Riverside Construction, Ltd. (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor; or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
mgmzalez EX. Assistant	mgmzalez

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Date 02/05/10

I, Marissa Gonzalez (Name of Signatory Party) Executive Assistant (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Riverside Construction, Ltd. (Contractor or Subcontractor) on the Hidalgo Pct #2 (Building or Work); that during the payroll period commencing on the 28th day of February, 2010 and ending the 3rd day of February 2010 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Riverside Construction, Ltd. (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
mg mzalez Ex Assistant	mg mzalez

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
Expires: 03/31/2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☑: Sol Technologies LLC

ADDRESS: 606 S. Missouri Weslaco, TX 78596

PAYROLL NO.: 1

FOR WEEK ENDING: 02-19-2010

PROJECT AND LOCATION: Pct 2 Offices Pharr, TX 78577

PROJECT OR CONTRACT NO.: 10-4/20 Hidalgo Co Pct 2 Admin office

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: M	T	W	TH	F	S	SU	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Rene Ortiz Jr 553-63-3851		Exempt owner	o																	
			s		2						2	N/A	N/A							N/A
Israel Ortiz 553-63-3850		Exempt Owner	o																	
			s		2						2	N/A	N/A							N/A
			o																	
			s																	
			o																	
			s																	
			o																	
			s																	
			o																	
			s																	
			o																	
			s																	
			o																	
			s																	

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date 2-17-2010

I, Israel Ortiz (Name of Signatory Party) Treasurer (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Sol Technologies LLC (Contractor or Subcontractor) on the Pct 2 Admin Offices (Building or Work); that during the payroll period commencing on the 15 day of Feb, 2010, and ending the 19 day of Feb, 2010, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Sol Technologies LLC (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Israel Ortiz Treasurer	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 519.861

S-TEX INDUSTRIES

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. April 2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒ S-Tex Industries ADDRESS 5220 N. Inspiration Rd. Mission, TX 78573

OMB No.: 1215-0149
Expires: 04/30/2009

PAYROLL NO. 4 FOR WEEK ENDING 2/20/10 PROJECT AND LOCATION Hidalgo County Precinct 2 PROJECT OR CONTRACT NO. 10-420

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE S 14 / M 15 / T 16 / W 17 / TH 18 / F 19 / ST 20 HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
N/A			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											

The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

956 585 6205 P.010
S-TEX SERVICE
FEB-22-2010 14:29

Date 2/20/10

I, Medardo Villareal President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

S-Tex Industries
(Contractor or Subcontractor)

on the Hidalgo County Precinct 3
(Building or Work)

that during the payroll period commencing on the 14th day of February 2010 and ending the 20th day of February 2010 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

S-Tex Industries
(Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Medardo Villarreal President	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. April 2006

OMB No. 1215-0149
Expires: 04/30/2009

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒ S-Tex Industries

ADDRESS 5220 N. Inspiration Rd. Mission, TX. 78573

PAYROLL NO. 6

FOR WEEK ENDING 2/13/10

PROJECT AND LOCATION Hidalgo County Precinct 2

PROJECT OR CONTRACT NO. 10-420

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE S 7	M 8	T 9	W 10	TH 11	F 12	S 13	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Rene Vela 455-41-4028 BOX 7608 Alamo, TX 78516	0	Sheet Metal Fab Labor	O																	
			S			8					8	14.00	112.00	6.94	0			8.162	15.56	96.44
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 58 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

956 585 6205 P.008
S-TEX SERVICE
FEB-22-2010 14:29

FEB-22-2010 14:29 S-TEX SERVICE 956 585 6205 P.009

Date 2/13/10

I, Medardo Villarreal, President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by S-Tex Industries (Contractor or Subcontractor) on the Hidalgo County Precinct 2 (Building or Work); that during the payroll period commencing on the 7th day of February 2010 and ending the 13th day of February 2010 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said S-Tex Industries (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Medardo Villarreal President	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. G.P.O. 1997-519-[illegible]

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. April 2008

OMB No.: 1215-0149
Expires: 04/30/2009

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒ S-Tex Industries

ADDRESS 5220 N. Inspiration Rd. Mission, TX. 78573

PROJECT AND LOCATION Hidalgo County Precinct 2

PROJECT OR CONTRACT NO. 10-420

PAYROLL NO. 6

FOR WEEK ENDING 2/6/10

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY: S 31	M 1	T 2	W 3	TH 4	F 5	SA 6	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
N/A			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FEB-22-2010 14:28 S-TEX SERVICE 956 585 6205 P.006

FEB-22-2010 14:28 S-TEX SERVICE 956 585 6205 P.007

Date 2/6/10

I, Medardo Villarreal (Name of Signatory Party) President (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by S-Tex Industries (Contractor or Subcontractor) on the Hidalgo County/Precinct 2 (Building or Work); that during the payroll period commencing on the 31st day of January 2010, and ending the 6th day of February 2010 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said S-Tex Industries (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Medardo Villarreal President	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. G.P.O. 1957-319 861

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. April 2006

OMB No.: 1215-0149
Expires: 04/30/2009

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒ S-Tex Industries

ADDRESS 5220 N. Inspiration Rd Mission, TX 78573

PAYROLL NO. 4

FOR WEEK ENDING 1/30/10

PROJECT AND LOCATION Hidalgo County Precinct 2

PROJECT OR CONTRACT NO. 10-420

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE — HOURS WORKED EACH DAY (S M T W TH F S) (24 25 26 27 28 29 30) — O/T or ST	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
N/A			O										
			S										
			O										
			S										
			O										
			S										
			O										
			S										
			O										
			S										
			O										
			S										
			O										
			S										

The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

956 585 6205 P.004
S-TEX SERVICE
FEB-22-2010 14:27

FEB-22-2010 14:27 S-TEX SERVICE 956 585 6205 P.005

Date 1/30/10

I, Medardo Villarreal (Name of Signatory Party) President (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by S-Tex Industries (Contractor or Subcontractor) on the Hidalgo County Precinct 2 (Building or Work); that during the payroll period commencing on the 24th day of January 2010, and ending the 30th day of January 2010 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said S-Tex Industries (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Medardo Villarreal President	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. G.P.O. 1997-519-851

ZITRO ELECTRIC, LLC.

0004/0009

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☑	ADDRESS	OMB No.: 1215-0149
Zitro Electric, LLC	604 Palmview Drive Palmview, TX 78574	Expires: 12/31/2011

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
	02/17/2010	300 Block Hall Acres Rd	Hidalgo County Precinct No. 2

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Miguel Lazo 2301 Maxine Dr. Mission, TX 78572		Helper	O				$72.00							$72.00
			S	3.00 6.00	9.00	$8.00								
Sergio Jimenez 3612 Serenidad Ave Mission, TX 78574		Apprentice	O				$132.00							$132.00
			S	8.00 4.00	12.00	$11.00								
Jose A Zuniga 2322 Jose De La Cruz Mission, TX 78572		Helper	O				$65.25							$65.25
			S	3.00 6.00	9.00	$7.25								
Jose Gonzalez 7 Mile & Los Ebanos Mission, TX 78572		Helper	O				$76.13							$76.13
			S	3.00 7.50	10.50	$7.25								
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

02/19/2010 10:33 FAX

Date _____

I, Zitro Electric, LLC _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by D. Wilson Construction (Contractor or Subcontractor) on the Hidalgo County Precinct No. 2 (Building or Work); that during the payroll period commencing on the 12 day of December, 2009, and ending the 17 day of February, 2010, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Zitro Electric, LLC (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Saray Ortiz Office Manager	Saray Ortiz

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

0006/0009

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☑
Zitro Electric, LLC

ADDRESS 604 Palmview Drive
Palmview, TX 78574

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO.

FOR WEEK ENDING
02/10/2010

PROJECT AND LOCATION
300 Block Hall Acres Rd

PROJECT OR CONTRACT NO.
Hidalgo County Precinct No. 2

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Miguel Lazo 2301 Maxine Dr. Mission, TX 78572		Helper	O				$64.00							
			S	4.00 4.00	8.00	$8.00								$64.00
Sergio Jimenez 3612 Serenidad Ave Mission, TX 78574		Apprentice	O				$44.00							
			S	4.00	4.00	$11.00								$44.00
Jose A Zuniga 2322 Jose De La Cruz Mission, TX 78572		Helper	O											
			S	4.00 4.00	8.00	$7.25								
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

02/19/2010 10:34 FAX

Date _____

I, Zitro Electric, LLC _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by D. Wilson Construction (Contractor or Subcontractor) on the Hidalgo County Precinct No. 2 (Building or Work); that during the payroll period commencing on the 12 day of December, 2009 and ending the 10 day of February, 2010, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Zitro Electric, LLC (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Saray Ortiz Office Manager	Saray Ortiz

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

0008/0009

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☑
Zitro Electric, LLC

ADDRESS 604 Palmview Drive
Palmview, TX 78574

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO.

FOR WEEK ENDING 02/03/2010

PROJECT AND LOCATION 300 Block Hall Acres Rd Pharr, TX 78577

PROJECT OR CONTRACT NO. Hidalgo County Precinct No.2

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Miguel Arroyo 9001 Abram Rd Mission, TX 78572		Apprentice	O				$19.76							$19.76
			S	2.00	2.00	$9.88								
Sergio Jimenez 3612 Serenidad Ave Mission, TX 78574		Apprentice	O				$99.00							$99.00
			S	9.00	9.00	$11.00								
Miguel Lazo 2301 Maxine Dr Mission, TX 78574		Helper	O				$68.00							$68.00
			S	8.50	8.50	$8.00								
Jose Gonzalez 7 Mile & Los Ebanos Mission, TX 78573		Helper	O				$63.75							$63.75
			S	8.50	8.50	$7.50								
Ruben Leal 4114 E. Lopez Mission, TX 78572		Helper	O				$140.00							$140.00
			S	6.00 8.00	14.00	$10.00								
Jose A Zuniga 2322 Jose De La Cruz St Mission, TX 78572		Helper	O				$87.00							$87.00
			S	4.00 8.00	12.00	$7.25								
			O											
			S											
			O											
			S											

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

02/19/2010 10:35 FAX

Date _____

I, Zitro Electric, LLC _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by D. Wilson Construction (Contractor or Subcontractor) on the Hidalgo County Precinct #2 (Building or Work); that during the payroll period commencing on the 12 day of December, 2009, and ending the 03 day of February, 2010, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Zitro Electric, LLC (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Saray Ortiz Office Manager	Saray Ortiz

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

02/19/2010 10:35 FAX

D. WILSON CONSTRUCTION COMPANY

Job: 10-420 Hidalgo Co. Pct.2 Admin. Offic

Pharr, TX 78577

Casimiro Guerra **(Superintendent)**
705 San Blas St.
Mission, TX 78572
452-06-7103 Hispanic Male
S - 0 Reg

	02-19 Fri	02-20 Sat	02-21 Sun	02-22 Mon	02-23 Tue	02-24 Wed	02-25 Thu	Total Hours
	8.00			8.00	8.00	8.00	8.00	40.00

Cash Rate	Hrly Fringe	Gross This Job	Total Gross	FWH FICA	SWH SUI/SDI	Other Deducts	Net
		997.50	1,223.50	178.37		196.75	755.68
		997.50		92.70			

Warren T. Shropshire Jr **(Safety Officer)**
521 E Redbud
McAllen, TX 78504
467-13-8317 Caucasian Male
M - 0 Reg

	02-19 Fri	02-20 Sat	02-21 Sun	02-22 Mon	02-23 Tue	02-24 Wed	02-25 Thu	Total Hours
						1.00		1.00

Cash Rate	Hrly Fringe	Gross This Job	Total Gross	FWH FICA	SWH SUI/SDI	Other Deducts	Net
		28.63	1,371.00	166.37		206.00	895.36
		28.63		103.27			

Totals for Hidalgo Co. Pct.2 Admin. Offic

02-19-10 Friday	02-20-10 Saturday	02-21-10 Sunday	02-22-10 Monday	02-23-10 Tuesday	02-24-10 Wednesdy	02-25-10 Thursday	Total Hours
8.00	.00	.00	8.00	8.00	9.00	8.00	41.00

Gross This Job	Total Gross	Deductions		Net
1,026.13	2,594.50	FWH	344.74	1,651.04
		FICA	195.97	
		SWH	.00	
		SDI	.00	
		Other	402.75	

Date 2-25-10

I, Vicki Eckenrode (Name of Signatory Party) Bookkeeper (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

D. Wilson Construction Company (Contractor or Subcontractor) on the

Hidalgo Co.Pct. 2 Admin. Offices (Building or Work), that during the payroll period commencing on the

19th day of February, 2010, and ending the 25th day of February, 2010,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

D. Wilson Construction (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Vicki Eckenrode, Bookkeeper	Vicki Eckenrode

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Job: 10-420 Hidalgo Co. Pct.2 Admin. Offic

Pharr, TX 78577

Casimiro Guerra **(Superintendent)**
705 San Blas St.
Mission, TX 78572
452-06-7103 Hispanic Male
S - 0 Reg

	02-12 Fri	02-13 Sat	02-14 Sun	02-15 Mon	02-16 Tue	02-17 Wed	02-18 Thu	Total Hours	Cash Rate	Hrly Fringe	Hrly Fringe	Gross This Job	Total Gross	FWH FICA	SWH SUI/SDI	Other Deducts	Net
	8.00			8.00	8.00	8.00	8.00	40.00				997.50	1,223.50	178.37		196.75	755.68
												997.50		92.70			

Warren T. Shropshire Jr **(Safety Officer)**
521 E Redbud
McAllen, TX 78504
467-13-8317 Caucasian Male
M - 0 Reg

	02-12 Fri	02-13 Sat	02-14 Sun	02-15 Mon	02-16 Tue	02-17 Wed	02-18 Thu	Total Hours	Cash Rate	Hrly Fringe	Hrly Fringe	Gross This Job	Total Gross	FWH FICA	SWH SUI/SDI	Other Deducts	Net
						2.00		2.00				57.25	1,371.00	166.37		206.00	895.35
												57.25		103.28			

Totals for Hidalgo Co. Pct.2 Admin. Offic

02-12-10 Friday	02-13-10 Saturday	02-14-10 Sunday	02-15-10 Monday	02-16-10 Tuesday	02-17-10 Wednesdy	02-18-10 Thursday	Total Hours
8.00	.00	.00	8.00	8.00	10.00	8.00	42.00

Gross This Job	Total Gross		Deductions	Net
1,054.75	2,594.50	FWH	344.74	1,651.03
		FICA	195.98	
		SWH	.00	
		SDI	.00	
		Other	402.75	

Date 2-18-10

I, Vicki Eckenrode (Name of Signatory Party) Bookkeeper (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

D. Wilson Construction Company (Contractor or Subcontractor) on the

Hidalgo Co. Pct. 2 Offices (Building or Work); that during the payroll period commencing on the

12th day of February, 2010, and ending the 18th day of February, 2010,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

D. Wilson Construction Company (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Vicki Eckenrode, Bookkeeper	Vicki Eckenrode

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

D. Wilson Construction Company

Certified Payroll Report
For the Period Ending: 02-11-10

Job: 10-420 Hidalgo Co. Pct.2 Admin. Offic

Pharr, TX 78577

Casimiro Guerra **(Superintendent)**
705 San Blas St.
Mission, TX 78572
452-06-7103 Hispanic Male
S - 0

	02-05	02-06	02-07	02-08	02-09	02-10	02-11	Total
	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Hours
Reg	8.00			8.00	8.00	8.00	8.00	40.00

Cash Rate	Hrly Fringe	Gross This Job	Total Gross	FWH / FICA	SWH / SUI/SDI	Other Deducts	Net
		997.50	1,223.50	178.37		196.75	755.68
		997.50		92.70			

Totals for Hidalgo Co. Pct.2 Admin. Offic

02-05-10 Friday	02-06-10 Saturday	02-07-10 Sunday	02-08-10 Monday	02-09-10 Tuesday	02-10-10 Wednesdy	02-11-10 Thursday	Total Hours
8.00	.00	.00	8.00	8.00	8.00	8.00	40.00

Gross This Job	Total Gross		Deductions	Net
997.50	1,223.50	FWH	178.37	755.68
		FICA	92.70	
		SWH	.00	
		SDI	.00	
		Other	196.75	

Date 2-11-10

I, Vicki Eckenrode (Name of Signatory Party) Bookkeeper (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

D. Wilson Construction Company (Contractor or Subcontractor) on the

Hidalgo Co. Pct. 2 Offices (Building or Work); that during the payroll period commencing on the

5th day of February, 2010, and ending the 11th day of February, 2010,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

D. Wilson Construction Company (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Vicki Eckenrode, Bookkeeper	Vicki Eckenrode

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

D. Wilson Construction Company

Certified Payroll Report
For the Period Ending: 02-04-10

Job: 10-420 Hidalgo Co. Pct.2 Admin. Offic

Pharr, TX 78577

Casimiro Guerra **(Superintendent)**
705 San Blas St.
Mission, TX 78572
452-06-7103 Hispanic Male
S - 0 Reg

	01-29 Fri	01-30 Sat	01-31 Sun	02-01 Mon	02-02 Tue	02-03 Wed	02-04 Thu	Total Hours
	8.00			8.00	8.00	8.00	8.00	40.00

Cash Rate	Hrly Fringe	Gross This Job	Total Gross	FWH	SWH	Other Deducts	Net
		997.50	1,223.50	178.37		196.75	755.68
		997.50		92.70			

Warren T. Shropshire Jr **(Safety Officer)**
521 E Redbud
McAllen, TX 78504
467-13-8317 Caucasian Male
M - 0 Reg

	01-29 Fri	01-30 Sat	01-31 Sun	02-01 Mon	02-02 Tue	02-03 Wed	02-04 Thu	Total Hours
							2.00	2.00

Cash Rate	Hrly Fringe	Gross This Job	Total Gross	FWH	SWH	Other Deducts	Net
		57.25	1,371.00	166.37		206.00	895.35
		57.25		103.28			

Totals for Hidalgo Co. Pct.2 Admin. Offic

01-29-10 Friday	01-30-10 Saturday	01-31-10 Sunday	02-01-10 Monday	02-02-10 Tuesday	02-03-10 Wednesdy	02-04-10 Thursday	Total Hours
8.00	.00	.00	8.00	8.00	8.00	10.00	42.00

Gross This Job	Total Gross		Deductions	Net
1,054.75	2,594.50	FWH	344.74	1,651.03
		FICA	195.98	
		SWH	.00	
		SDI	.00	
		Other	402.75	

Date 2-4-10

I, Vicki Eckenrode (Name of Signatory Party) Bookkeeper (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

D. Wilson Construction Company (Contractor or Subcontractor) on the

Hidalgo Co. Pct. 2 Offices (Building or Work); that during the payroll period commencing on the

29th day of January, 2010, and ending the 4th day of February, 2010;

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

D. Wilson Construction Company (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Vicki Eckenrode, Bookkeeper	Vicki Eckenrode

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

AI-20107 **19.D.1.**

Purchase of One New 2010 Chevrolet Silverado 4x4 Crew Cab

CC REGULAR

Date:	03/12/2010
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

Approval to purchase one (1) New 2010 Chevrolet 1500 Silverado 4x4 Crewcab PU through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor, Caldwell Country Chevrolet (Contract #VE03-06) in the amount of $30,911.00 to include but not limited to administration fee's and delivery fees for use of Precinct #4' Project #2010-094-OGG.

BACKGROUND

Proposed purchase is for the San Carlos Drainage Improvement project.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1341-431-50-115-080-0-741

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 2-26-10 $35,000.00.

Attachments

Link: 10-094

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2010 09:53 AM	APRV
2	Budget & Management	Erika Zamora	02/26/2010 01:53 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/26/2010 04:40 PM	APRV
4	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Oscar Garza — Started On: 02/24/2010 04:09 PM

Final Approval Date: 03/05/2010

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	2/24/2010

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY	**Contractor:**	CALDWELL COUNTRY CHEVROLET
Contact Person:	OSCAR GARZA	**Prepared By:**	AVERYT KNAPP
Phone:	956-318-2626	**Phone:**	979-567-6116
Fax:		**Fax:**	979-567-0853
Email:	OSCAR.GARZA@CO.HIDALGO.TX.US	**Email:**	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A27	Description:	2010 CHEVROLET 1500 SILVERADO 4X4 CREWCAB CK10543

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 26,456.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
5.3LV8 FFV	INCL		
AIR CONDITION	INCL		
AUTOMATIC	INCL		
LT PACKAGE 1LT	3862		
FOUR WHEEL DRIVE 4X4	INCL		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	3862

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
EXTERIOR PLUS PACKAGE-LOCK TAILGATE	550		
REMOTE START, FOG LAMPS, EZ LIFT GATE	INCL		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	550

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 2%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	693	5YR/100,000 GM POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL	Z71 PACKAGE/7000#GVWR	-1250
		Subtotal D:	-557

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 30311

Quantity Ordered:	1	X Subtotal of A + B + C + D:	30311	=	Subtotal E:	30311

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

Delivery Date:	75-90 DAYS APPX	H. Total Purchase Price (E+F+G):	30911

AI-20180 **19.E.1.**

Rejection of sole bid by CTC Distributing , Ltd. for WIC Administration
CC REGULAR

Date:	03/12/2010
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** WIC

Information

CAPTION

a. Recommending action to reject the sole bid received for: "OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP, RETRIEVAL, DESTRUCTION & DELIVERY SERVICES"-Hidalgo County WIC Program and Other County Department as bid pricing received is over the department's budgeted amount-Bid No. 2010-033-02-17-otm;

b. Pursuant to terms and conditions of the current agreement between Hidalgo County and CTC, approval to issue notice to contractor of Hidalgo County WIC Program's intent to remove all documents from contractor's facility within the time table detailed in the agreement at no charge to WIC.

BACKGROUND

Ms. Norma Longoria, Director of WIC Program has found a location/space for the relocation of all her records, which will be at the Old Jail (D-5).

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No funding is required.

Attachments

Link: rejection memo from WIC

Link: Contract Termination Provision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/04/2010 04:53 PM	APRV
2	Budget & Management	Erika Zamora	03/04/2010 05:03 PM	APRV
3	Erika Zamora	Erika Zamora	03/05/2010 12:40 PM	APRV
4	Auditor's Office		03/05/2010 04:36 PM	NEW
Form Started By: Olga Montero			Started On: 03/02/2010 10:10 AM	

COUNTY of HIDALGO

Women, Infants and
Children Nutrition Program
3105 W. University Dr.
Edinburg, Texas 78539
(956) 381-4646
(956) 380-4056 Fax

To: Olga Montero, Buyer

From: Norma Longoria, WIC Director

Date: February 26, 2010

Re: Bid for Storage of Records

After careful consideration, I am recommending to reject the bid for Record Storage & Management due to the increase in price. CTC has not complied with providing us quarterly reports of records on hand and destruction reports. We will need 30 days after the expiration of the extension to get the records relocated.

Please route this through Commissioner's Court as soon as possible. Thank you for your assistance concerning this project.

PURCHASING DEPT

FROM:
Rocio

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-162-12-09

THIS CONTRACT is made and entered into this 9th day of December, 2008 by and between the COUNTY OF HIDALGO, TEXAS ("County"), and **CTC Distributing, Ltd.** a Texas Limited Company ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Off-Premises Storage, Records Management, Pick Up & Delivery Services"** on **an "As Needed Basis"** for WIC Program and All Other County Departments;

WHEREAS, Company submitted a bid to provide services in accordance with the specifications, a copy of such specifications and bid being attached hereto as Exhibit "A" (the "Specifications") and Exhibit "B" ("Bid Response"), and incorporated herein for all purposes; and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the services described in the Specifications through Company's, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the services described in the Specifications for (WIC Program and All Other County Departments) (the "Department"). This Contract does not extend to any third

2018

otherwise.

WITNESS our hands in duplicate originals this_____ day of _____, 200___.

Approved by Commissioners' Court on, December 9, 2008.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY

CTC DISTRIBUTING

By:_____
Printed Name: Bruce Goldman
Title: President

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

Con't Specifications

PRE-BID CONFERENCE: A pre-bid conference will be held at Hidalgo County Purchasing Department (New Administration Building) located at 2802 So. Business 281 (Conference Room) in Edinburg, Texas 78539 at 2:00 p.m. on Wednesday, September 17, 2008.

28. TERM OF CONTRACT:

The initial term of contract will commence upon award and execution of a contract for a one (1) year period. The County shall have the right to extend the contract for two (2) additional one (1) year terms under the same rates/fees, terms and conditions reflected in the County's bid award described on the Bid Page (Exhibit "B").

29. OPTION TO RENEW:

Hidalgo County may renew the contract for two (2) additional one (1) year periods. Except as otherwise provided herein, all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day.

30. GRACE PERIOD:

Hidalgo County reserves the right to continue this bid under the same terms and conditions for an additional ninety (90) day grace period at the end of the contract term for unforseen delays in the award of a new bid, or the county's inability to obtain all records from the storage site.

31. CONTRACT AWARD:

Hidalgo County reserves the right to award a contract to the responsible bidder meeting all specifications and submitting the lowest bid for all items and Services identified in the Specifications and General Provisions.

Upon the termination or expiration of the Contract, the vendor shall make available to the County any and all County files it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own or another facility. All files shall be made available to the County for transport at no additional cost to the County.

All files held in storage on behalf of the County are records belonging the public and must be returned to the County regardless of when and/or where they are located in the future.

32. PURCHASE ORDER:

Contractor will not perform any services until a purchase order number is assigned by the designated representative of the Purchasing Department. Contractor will reference contract number and purchase orders on all invoices submitted to the Hidalgo County. Actual requirements will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

AI-20091 **19.F.1.**

Automated Tax Collection System-Hidalgo County Tax Office
CC REGULAR

Date:	03/12/2010
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Tax Office

Information

CAPTION

a. Presentation by the Hon. Armando Barrera, Jr., Hidalgo County Tax Assessor-Collector of the scoring grid in connection with the responses received for the purposes of ranking by Commissioners Court in order to proceed to the next phase of proposal process for: "Automated Tax Collection System for Hidalgo County Tax Office"- RFP No. 2010-037-02-10-otm;

b. Requesting authority for Purchasing Department or designee to enter into negotiations with the qualified/proposer in order to finalize a contract for consideration and award of an "Automated Tax Collection System" for Hidalgo County Tax Office.

BACKGROUND

COPIES OF EVALUATION GRID WILL BE HANDED OUT BY MR. ARMANDO BARRERA, TAX ASSESSOR/COLLECTOR DURING COMM. CRT ON 03/02/2010

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 1100-415-15-140-001-0-336

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available funds as of 2/25/10 is $41,000.00.

Attachments

Link: ACCEPTANCE SHEET

Link: PARTICIPATION LOG

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/24/2010 01:49 PM	APRV
2	Budget & Management	Erika Zamora	02/24/2010 02:23 PM	APRV
3	Perla Lopez	Perla Lopez	02/25/2010 08:45 AM	APRV
4	Auditor's Office	Linda Fong	02/25/2010 12:13 PM	APRV

Form Started By: Olga Montero Started On: 02/24/2010 09:55 AM

Final Approval Date: 02/25/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY TAX OFFICE	
PROPOSAL ACCEPTANCE DATE: **FEBRUARY 10, 2010**	**PROPOSAL ACCEPTANCE TIME: 9:30 A.M.**
DESCRIPTION OF PROPOSAL: AUTOMATED TAX COLLECTION SYSTEM	
PROPOSAL NO: 2010-037-02-10-OTM	

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE
#01	TRUE AUTOMATION, INC.	√
#02	APPRAISAL & COLLECTION TECHNOLOGIES	√
#03		
#04		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: FEBRUARY 10, 2010 RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: **HIDALGO COUNTY TAX OFFICE – "AUTOMATED TAX COLLECTION SYSTEM"** RFP NO: **2010-037-02-10-OTM**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
1.Linebarger Goggan Blair & Sampson, LLP (Tito Salinas)	Email	titos@publicans.com Olga M		205 S Pin Oak Ave Edinburg, TX 78539 Tel. 956-383-4500
2.National Sales, True Automation, INC. (Manuel Araujo)	Email	manuel.araujo@truautomation.com Olga M.		2600 Technology Dr, Ste 900 Plano, TX 75074 972-881-1858
3.Custom Software (Danny Reyna)	Email	customsoftwaremc@hotmail.com Olga M.		1507 Hawk Circle McAllen, Tx 78504 (956) 655-3936
4.Metavante Corporation (Anfrea Brumley)	Email	abrumley@link2gov.com Olga M.		1 Burton Hills B lvd., Ste300 Nashville, TN 37215 Tel. 615-665-6715
5.Glen J. Godwin ADDISON LTD, LLC	Email	gigodwin@aol.com Olga M.		5886 Devala Rd #102/210 San Antonio, Tx 78249 (210) 722-5090
6. Appraisal & Collection Technologies (Cindy Bylander)	Email	Cindy.bylander@publicans.com Olga M.		911 Central Parkway N Ste #200 San Antonio, Tx 78232 210-403-8670
7. CR Software inc. (Laverne Dailey)	Email	Laverne.dailey@crsoftwareinc.com Olga M.		Tel 800-222-1722 4035 Ridge Top Rd. Ste #600 Fairfax Virginia 22030
8.Purepay Receivables Creditron (Susan Harrington)	Email	sdawson@pure-pay.com Olga M.		Tel 972-235-1968 15800 Crabbs Branch Way Ste 210-Rockville MD 20877
9.TaxPro, LLC	Email	melissab@gowithtaxpro.com Olga M.		124 West Capitol Ave Ste 876 Little Rock, AR 72201 Tel 501-246-8060
10.TATA Consultancy Services Limited (TCS) (Bob Carberry)	Email	b.carberry@tcs.com Olga M.		50 Utley Drive Camp Hill, PA 17011 Tel 717-319-8347
11.Official Payments Corp. (William F. Brinkley)	Email	wbrinkley@tier.com Olga M		177 Technology Parkway Auburn, AL 36830 Tel 334-321-7403
12.Manatron (Kristen Utrecht)	Email	Kristen.Utrecht@Manatron.com Olga M.		510 E. Milham Ave Portage, Mi 49002 269-567-2900

13.Distinctively Remembered	Email	relentlessmediaworks @yahoo.com	02/08/10	5239 Eisenhauer Road, Ste 221-San Antonio, Tx 78229 210-949-0300
14. Easy Access, Inc Mike Braun	Email	mgbraun@hecorp.com	02/08/10	4200-A N. Bicentennial Dr. McAllen Tx 78504 (956) 682-3466
15. AmCad James A Brown	Email	jbrown@AMCAD.COM	02/05/10	220 Spring Street Herndon, VA 20170 215-361-7332
16.Pacific Blue Software Prince Dockery	Email	www.pacificbluesoftware.com	02/05/10	7320 East Fletcher Ave Tampa, Fl 33637
17. Manatron	Email	Andrew.mclean@manatron.com	02/05/10	
18. Strategic Partnerships, Inc	Email	estith@partnerships.com	02/02/10	901 S. Mopac Expressway Austin, Tx 78746 512-531-3918

*VIA: **IN PERSON (IP)**
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE(FAX)

AI-20185 **19.G.1.**

Purchase of Eight (8) Ford Expeditions for Sheriff's Dept
CC REGULAR

Date:	03/12/2010
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

a. Authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard's awarded vendor, Philpott Motors-Contract No. 281-07), Eight (8) New 2010 Ford Expeditions as described below:

1. (5) Fully equipped= $165,395.00; and
2. (3) With limited options= $105,565.00

for a total of $270,960.00 which includes $400.00 buy-board pricing and delivery fees for -Project #2010-100-OGG); or in the alternative,

b. Authority to advertise sealed competitive procurement for the purchase of: Eight (8) New 2010 Ford Expeditions to include options as described on attached specifications or equivalent.

BACKGROUND

Proposed units are for the use of the Sheriff's Department and quotes are being presented as provided by the Sheriff's Department Lt. Richard Ozuna.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1284-423-00-280-042-X-741

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available balance as of 3-5-10:
...042-9-741 $269,000
...042-8-741 $ 1,967
Total $270,967

Attachments

Link: SPECIFICATIONS
Link: 10-100

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/04/2010 01:42 PM	APRV

2	Budget & Management	Erika Zamora	03/04/2010 02:02 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/05/2010 08:08 AM	APRV
4	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Oscar Garza

Started On: 03/02/2010 02:18 PM

Final Approval Date: 03/05/2010

HIDALGO COUNTY
SHERIFF'S OFFICE

DEPARTMENT: Sheriff's Office

DATE: March 02, 2010

RE: SPECIFICATIONS FOR 2010 FORF EXPEDITIONS

QUANTITY: (5) FIVE

SPECIFICATIONS ARE FOR REFERENCE ONLY AND MAY BE PROVIDED WITH SAME, KIND, LIKE AND QUALITY AND/OR EQUIVALENT TO.

STANDARD EQUIPMENT: **PRICE:** _____

Special Service Model
5.4L Automatic
Am/Fm CD Tilt/Cruise

OPTIONS TO INCLUDE: **PRICE:** _____

Factory Steel and Delivery surcharge
General Service Package B Slick Top Package

OTHER OPTIONS INCLUDE: **PRICE:** _____

Patrol Package with 100 Watt (to include)
Radio, Led Dual Light Stick with Headliner Bracket,
6 Port Strobes Par 35 red/Blue Grill Lights, Siren Speaker
Wig-Wag Flasher, Flash Light Charger, Whelen 9-Function
Siren Controller front, Prisoner Cage, Computer Mount,
Cage Mounted Shotgun Rack, Push Bumper, Sals Graphics,
Rubber Maid container, Water Jug, Fire Extinguisher,
Havis console, Track Mount with Cup Holder,
Whelen Tam 85 Rear Window Guards

(Delete the following items):
Rubber Maid Container
Water Jug
Computer Mount
Labor Discount

(Delete Computer Mount on Console and Add Rear Window Armor)

HIDALGO COUNTY
SHERIFF'S OFFICE

DEPARTMENT: Sheriff's Office

DATE: March 02, 2010

RE: SPECIFICATIONS FOR 2010 FORF EXPEDITIONS

QUANTITY: (3) THREE

SPECIFICATIONS ARE FOR REFERENCE ONLY AND MAY BE PROVIDED WITH SAME, KIND, LIKE AND QUALITY AND/OR EQUIVALENT TO.

STANDARD EQUIPMENT: **PRICE:** _____
Special Service Model
5.4L Automatic
Am/Fm CD Tilt/Cruise

OPTIONS TO INCLUDE: **PRICE:** _____
General Service Package w/ Patrol Package
Factory Steel and Delivery Surcharge

OTHER OPTIONS INCLUDE: **PRICE:** _____
Patrol Package with 100 Watt
Radio, Safety Vision Video Pkg
Add Rear Window Armor
Sals Graphics Package or

Delete the following items:
Computer Mount on Console

HIDALGO COUNTY SHERIFF'S OFFICE

Sheriff Guadalupe "Lupe" Treviño

OFFICE: (956) 393-6013
FAX COVER SHEET
FAX: (956)393-6027

INFORMATION TRANSMITTED
IS FROM THE
BUDGET OFFICE

FAX #: **956-292-7602**

SENT TO: **HIDALGO CO. PURCHASING**

ATTENTION: **OSCAR GARZA**

FROM: **Brenda Trevino**

DATE: **2/24/2010**

RE:

MESSAGE: ***6PGS INCLUDING COVER SHEET***

Thank You

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPY OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ADDRESS REFERENCED BELOW VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

Date Entered:
Requisition #: 171005
Date Approved:
P.O. #

HIDALGO COUNTY SHERIFF'S OFFICE
EXECUTIVE BRANCH REQUISITION
ADMINISTRATION REQUISITION

DATE: February 17, 2010
REQUESTED BY: Tereso Contreras, Quartermaster's Office

BUDGET: 0-1284-423-00-280-042-0-741
OBJECT NUMBER: 741- Vehicles
CURRENT BALANCE: $269,000.00
EXPENDITURE AMOUNT: $269,000.00
NEW BALANCE: $0.00

BUDGET: 0-1284-423-00-280-042-8-741
OBJECT NUMBER: 741- Vehicles
CURRENT BALANCE: $1,967.00
EXPENDITURE AMOUNT: $1,960.00
NEW BALANCE: $7.00
PURPOSE FOR EXPENDITURE: Vehicles to be used for inmate transports.

Line #	Commodity Code	Item & Description	Item #	Qty	UOM	Unit Price	Amount
		1st Customized Vehicle Type					
1	071.05	Fully Equipped 2010 Ford Expedition w/ push bumper, Emergency Equipment & decals		5	Each	$22,177.00	$110,885.00
		Published Options		5	Each	$7,870.00	$39,350.00
		Unpublished Options		5	Each	$3,032.00	$15,160.00
		2nd Customized Vehicle Type					
2	071.05	Fully Equipped 2010 Ford Expedition w/ push bumper, Emergency Equipment & decals		3	Each	$22,177.00	$66,531.00
		Published Options		3	Each	$7,050.00	$21,150.00
		Unpublished Options		3	Each	$5,828.00	$17,484.00
3		Buy Board Administrative Fee ($400 Per Purchase Order)		1	Each	$400.00	$400.00
SHIPPING:		(N/A)					**$0.00**
GRAND TOTAL:							**$270,960.00**

ESTIMATED DELIVERY DATE: 120 days after purchase order is received
INTERNAL NOTES: N/A

Awarded Vendor : **Philpott Motors Company**
P.O. Box 876
Port Neches, Texas 77651

888.858.7801
CONTACT PERSON: Alan Wiley
$270,960.00

VENDOR UNDER BUYBOARD CONTRACT #281-07

AUTHORIZED BY: _____ DIVISION COMMANDER

APPROVED BY: _____ ADMINISTRATIVE LIEUTENANT

REVIEWED BY: _____ PROCUREMENT SPECIALIST

APPROVED BY: _____ CHIEF DEPUTY

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Vehicles

BUYBOARD #281-07

End User: HIDALGO COUNTY SHERIFF'S DEPT. **Philpott Rep:** ALAN WILEY 888 858-7801

Contact: RICHARD OZUNA **Date:** 12-Feb-10

Product Description: FORD EXPEDITION

A. Bid Series: 8 **A. Base Price:** $ 22,177.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	SPECIAL SERVICE MODEL	STD		GENERAL SERVICE PACKAGE B	$ 6,125.00
	5.4L AUTOMATIC	STD		SLICK TOP PACKAGE	
FSD	FACTORY STEEL AND	$ 925.00		SEE UPGRADE BELOW	
	DELIVERY SURCHARGE				
	AM-FM CD TILT/CRUISE	STD			
875	3RD ROW SEAT	$ 820.00			

Total of B. Published Options: $ 7,870.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 10.1 %

Options	Bid Price	Options	Bid Price
SLICK TOP PACKAGE WITH 100 WATT	$ 3,425.00	WATER JUG, FIRE EXTINGUISHER,	INCL
RADIO, LED DUAL LIGHT STICK WITH	INCL	HAVIS CONSOLE, TRACK MOUNT WITH	INCL
HEADLINER BRACKET, 6 PORT STROBES	INCL	CUP HOLDER, WHELEN TAM 85 REAR	INCL
PAR 35 RED/BLUE GRILL LIGHTS, SIREN	INCL	DIRECTIONAL LED BAR, AND REAR	INCL
SPEAKER, WIG-WAG FLASHER, FLASH	INCL	WINDOW GUARDS	INCL
LIGHT CHARGER, WHELEN 9-FUNCTION	INCL	DELETE RUBBER MAID CONTAINER	$ (41.00)
SIREN CONTROLLER, FRONT	INCL	DELETE WATER JUG	$ (10.00)
PRISONER CAGE, COMPUTER MOUNT,	INCL	DELETE COMPUTER MOUNT	$ (300.00)
CAGE MOUNTED SHOTGUN RACK,	INCL	LABOR DISCOUNT	$ (42.00)
PUSH BUMPER, SALS GRAPHICS,	INCL	ESTIMATED DELIVERY OF A 2010 MODEL	NOTE
RUBBER MAID CONTAINER,	INCL	IN 120 DAYS	NOTE

Total of C. Unpublished Options: $ 3,032.00

D. Contract Price Adjustment:

E. Delivery Charges: ____ miles $ -

F. Total of A + B + C + D + E = F $ 33,079.00

G. Quantity Ordered 5 **x F =** $ 165,395.00

H. BUYBOARD Administrative Fee ($400 per purchase order)

I. Non-Equip Charges & Credits

J.	**TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE**	**$ 165,395.00**

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Vehicles

BUYBOARD #281-07

End User: HIDALGO COUNTY SHERIFF'S DEPT. **Philpott Rep:** ALAN WILEY 888 858-7801

Contact: RICHARD OZUNA **Date:** 12-Feb-10

Product Description: FORD EXPEDITION

A. Bid Series: 8 **A. Base Price:** $ 22,177.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	SPECIAL SERVICE MODEL	STD		GENERAL SERVICE PACKAGE B	$ 6,125.00
	5.4L AUTOMATIC	STD		WITH PATROL PACKAGE	
FSD	FACTORY STEEL AND	$ 925.00		EQUIPMENT AS PER 2008 MODELS	
	DELIVERY SURCHARGE			SEE UPGRADE BELOW	
	AM-FM CD TILT/CRUISE	STD			

Total of B. Published Options: $ 7,050.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 19.9 %

Options	Bid Price	Options	Bid Price
PATROL PACKAGE WITH 100 WATT	$ 5,975.00	DELETE COMPUTER MOUNT ON	$ (300.00)
RADIO, SAFETY VISION VIDEO PKG	INCL	CONSOLE	
SAME AS 57 2008 MODELS	INCL	ADD REAR WINDOW ARMOR	$ 195.00
SAL'S GRAPHICS PACKAGE	INCL	LABOR DISCOUNT	$ (42.00)
ESTIMATED DELIVERY IN 60-90 DAYS	NOTE		
2010 MODEL	YES		

Total of C. Unpublished Options: $ 5,828.00

D. Contract Price Adjustment:

E. Delivery Charges: ____ miles $ -

F. Total of A + B + C + D + E = F $ 35,055.00

G. Quantity Ordered 3 **x F =** $ 105,165.00

H. BUYBOARD Administrative Fee ($400 per purchase order) $ 400.00

I. Non-Equip Charges & Credits

J.	**TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE**	**$ 105,565.00**

AI-20125 **19.H.1.**

Legend and Non-legend Pharmaceuticals and/or Medical Supplies
CC REGULAR

Date:	03/12/2010
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Adult Probation

Information

CAPTION

Requesting authority to advertise a sealed procurement project for: Legend and Non-legend Pharmaceuticals and/or Medical Supplies for the Substance Abuse Treatment Facility (SATF) with specifications to follow the basic format as those for both Hidalgo County Sheriff and Juvenile Justice Center (i.e. discount off of Average Wholesale Price) with final approval of packet to be made by Mr. Arnold Patrick (BID NO; 2010-087-00-00-MEG)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1297-423-00-320-020-0-604

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funding available as of 3/5/10 $9,727.75.

Attachments

Link: Memo of Approval Specs

Link: Legal Notice

Link: Specifications

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/04/2010 12:55 PM	APRV
2	Budget & Management	Erika Zamora	03/04/2010 01:27 PM	APRV
3	Erika Zamora	Erika Zamora	03/05/2010 11:14 AM	APRV
4	Auditor's Office		03/05/2010 04:36 PM	NEW

Form Started By: Elena Gomez Started On: 02/25/2010 09:20 AM

Final Approval Date: 03/05/2010

MEMORANDUM

To: Arnold K. Patrick
Hidalgo County CSCD Director

Attn: Rick Guerrero Jr.
Hidalgo County S.A.T.F. Director

From: Elena Gomez, Buyer
Hidalgo County Purchasing Department

Date: **February 26, 2010**

Re: Bid No. 2010-087-00-00-MEG Approval of Specifications for **Community Supervision & Correction Department "Legend & Non-Legend Pharmaceuticals"**

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE,** please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ✓	DISAPPROVE	☐
APPROVED WITH MODIFICATIONS		☐

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 0-1297-423-DD-320-020-0-604

Arnold Patrick Arnold Patrick 3-1-2010

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than Tuesday, March 2, 2010 at 12:00p.m.

Enclosures

REQUEST FOR BIDS

COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT "LEGEND and NON-LEGEND PHARMACEUTICAL and/or Medical Supplies"

BID NO.: 2010-087-00-00-MEG

BID OPENING DATE:

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

1. Sealed bids will be received for **COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT (hereafter call Adult Probation) – "LEGEND & NON-LEGEND PHARMACEUTICALS and/or Medical Supplies"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2010-087-00-00-MEG COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT (hereafter call Adult Probation) - "LEGEND & NON-LEGEND PHARMACEUTICALS and/or Medical Supplies"** and in County's Purchasing Department, 2802 S. Bus. Hwy. 281Edinburg, Texas 78539, on or before 9:30 a.m., **MONTH, DATE, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BID-2010-087-00-00-MEG COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT (hereafter call Adult Probation) - "LEGEND & NON-LEGEND PHARMACEUTICALS and/or Medical Supplies"** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and

quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder

b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT (hereafter call Adult Probation) - "LEGEND & NON-LEGEND PHARMACEUTICALS and/or Medical Supplies"**
Descriptive information as to

the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Community Supervision & Corrections Department
(Adult Probation)
P.O. BOX 1109
Edinburg, TX 78542
(956) 318-2920
ATTN.: Arnold K. Patrick

17. **Schedule of Events**

Bid Opening, 9:30 AM	**MONTH, DATE , 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. **Bid or Performance Bond and Debarment Certification; Payment Under Contract:**

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the

proposed unit price to the estimated quantities included in the specifications.

19. **Ethical Standards:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to,

claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT (Adult Probation)
"LEGEND & NON-LEGEND PHARMACEUTICALS and/or Medical Supplies"
BID NO.: -2010-087-00-00-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY COMMUNITY SUPERVISION
& CORRECTIONS DEPARTMENT
"LEGEND & NON-LEGEND PHARMACEUTICAL and/or Medical Supplies"
BID NO: 2010-087-00-00-MEG

INTRODUCTION

The Hidalgo County Community Supervision and Corrections Department (hereafter called "Adult Probation") is a political entity of the 5th Judicial District Court of the State of Texas. On _____, 2010 Hidalgo County Commissioner's Court approved that Hidalgo County Purchasing Department conduct in obtaining Procurement sealed bids for Adult Probation with Texas Local Government Code Chapter 262 in accordance with Texas Government Code Chapter 76.004 (a) (3)

PROJECT OVERVIEW

Adult Probation is seeking vendors to provide the purchase of Legend (prescribed) & Non-Legend (non-prescribed) Pharmaceuticals and/or Medical Supplies on an **"AS NEEDED BASIS ONLY"** for residents housed at the Adult Probation Substance Abuse Treatment Facility (SATF) hereafter known as Facility. The department will be picking up all the orders unless otherwise advice.

When and if necessary Adult Probation will order for delivery to the two (2) locations listed below:

- Delivery address: 1000 N. M Road
- Edinburg, Texas 78539

Legend items (prescribed) will be ordered on an **"AS NEEDED BASIS"** only. There will be a prescription issued either by telephone or in writing by the attending physician for any and all legend items in accordance with the Texas Pharmacy Act and related regulations.

Non-legend items (non-prescribed) bid information will be furnished to Adult Probation.

The Bidder(s) must offer Adult Probation a percentage discount from retail on all purchases by Adult Probation on non-legend (non-prescription) drugs.

Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Adult Probation for the bid price.

Bidder(s) may submit a bid for Item 1 only, for Item 2 only, or for both items.

ITEM 1: ***Legend items (prescribed)***

A. All bids must be based on a percentage mark-up or mark-down from current AWP (**Average Wholesale Price**).

1. **"Brand Name"** Percentage above or below AWP:
   _____% above AWP OR _____% below AWP

2. **"Generic Brand"** Percentage above or below AWP:
   _____% above AWP OR _____% below AWP

B. Regular business hours are from _____ a.m. to _____ p.m.

Note: ***all legend items will be ordered (s) and picked up during regular business hours only, unless item (s) are of emergency, therefore, item (s) must be available within a six to eight hour time frame.***

C. Adult Probation is including the Unit Dose System as part of the contract. The unit dose system is designed with security in mind. It has an anti-pilferage that keeps secure and is in compliance with state regulations.

- The Unit Dose System consists of pill cards and by quantity "non individual dose". Each medication is individually heat-sealed in blister pack medication cards.
- Each medication card is labeled with patient name when requested, doctor's name, the name of the medication, its strength, patient instructions, and quantity, Lot #, Expiration Date, etc. This provides quick, accurate, and efficient inventory control. Extra labels must be provided.
- Each complete card set consists of a folding card with a foil sheet attached and a plastic pill cavity. Available in 30, 31, 60 and 90 dose cards. (Sample: Universal Card Size is 5¼" wide x 8½" high).

D. Adult Probation requires generic substitute in all instances where an A-B rated equivalent drug is available unless specifically instructed otherwise by the attending physician placing the drug order, or his agent.

ITEM 2: ***Non-legend items (non-prescribed)***

Bidder(s) will supply the Adult Probation requirements of non-prescription drugs for the contract period. Non-prescribed items will be ordered approximately every month on a one-time per month basis. The Bidder(s) will offer Adult Probation a percentage discount from retail on all purchases on non-legend (non-prescription) drugs.

A. Blanket discount for non-prescription drugs. _____%

B. Regular business hours are from _____ a.m. to _____ p.m.

Note: ***all non-legend items will be ordered (s) and picked up during regular business hours only, unless item(s) ordered are of emergency; therefore, item(s) must be available with a six to eight hour time frame.***

REQUIREMENTS:

Adult Probation has attached the most current medications utilized by the department. *Medications including but not limited to.*

1. Adult Probation reserves the right to add or delete more items if necessary.
2. Bidder(s) must possess a Class "A" **ONLY** License as defined in Section 5 of the Texas Pharmacy Act, under the Texas Pharmacy Act and related regulations.
3. Prescribe label must include the name of the pharmacy, phone number, prescription number, name of the client, medication name, strength, dosage and duration.
4. Bidder must provide an additional copy of prescribe labels.
5. Bidder must include the Lot Number, Expiration Date and Manufacture Company Name.
6. Bidder must have all capsules and tablets blistered packed.
7. Bidder must be located in the Edinburg, Texas area only.
8. Bidder will provide stock bottles (upon request) when ordered.

9. The bidder(s) will provide antibiotics ordered within six to eight hours time frame. All legend(prescribed) items will be ordered during regular business hours only, unless item(s) are of emergency, therefore, item(s) must be available within a six to eight hour time frame.

10. The bidder(s) representative must be available to respond to all calls from the using County department to assist in the resolution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

11. The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.
    - Name:
    - Business and Cell Phone Numbers:

12. The awarded bidder(s) must provide for any pharmaceuticals/medications ordered by physician a Medical Administration Record Report to the Facility Nurse for the Department's Records.

TERMS & CONDITION:

1. Term of the contract will commence upon termination of current contract and will continue for a period of one (1) year with the County's option to extend for five (5) additional one (1) year terms under the same rates, terms and conditions

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.

4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

6. Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.

7. Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

9. Hidalgo County reserves the right to seek purchases for "Legend and Non- Legend Pharmaceutical" from State Awarded contracts whenever it is in the County's best interest to do so.

10. Hidalgo County reserves the right to award on an "all or none basis".

11. Hidalgo County reserves the right to award all or separate contracts for Item 1 and Item 2, if it is in the County's best interest to do so.

12. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

1) Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) Timeframe for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, month, date, 2010 by 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, **month, date, 2010 by 5:00 P.M.**

DRAFT

EXHIBIT "A"
HIDALGO COUNTY COMMUNITY SUPERVISION
& CORRECTIONS DEPARTMENT
"LEGEND & NON-LEGEND PHARMACEUTICAL and/or Medical Supplies"
BID NO: 2010-087-00-00-MEG

ITEM 1: ***Legend items (prescribed)***

A. All bids must be based on a percentage mark-up or mark-down from current AWP (**Average Wholesale Price**).

1. **"Brand Name"** Percentage above or below AWP:

_____% above AWP OR _____% below AWP

2. **"Generic Brand"** Percentage above or below AWP:

_____% above AWP OR _____% below AWP

B. Regular business hours are from _____ a.m. to _____ p.m.

ITEM 2: ***Non-legend items (non-prescribed)***

Bidder(s) will supply the Adult Probation requirements of non-prescription drugs for the contract period. Non-legend items (non-prescribed) will be ordered approximately every month on a one-time per month basis.

The Bidder(s) will offer Adult Probation a percentage discount from retail on all purchases by Adult Probation on non-legend (non-prescription) drugs.

A. Blanket discount for non-prescription drugs. _____%

B. Regular business hours are from _____ a.m. to _____ p.m.

DRAFT

EXHIBIT "A"
HIDALGO COUNTY COMMUNITY SUPERVISION
& CORRECTIONS DEPARTMENT
"LEGEND & NON-LEGEND PHARMACEUTICAL and/or Medical Supplies"
BID NO: 2010-087-00-00-MEG

Medications including but not limited to.

	NAME OF DRUG	MG		NAME OF DRUG	MG
1	Oxcarbazepine	300 mg	30	Benzoyl Peroide Cream	1 %
2	Trazadone	50mg, 100mg, 150 mg	31	Benzoyl Peride Liq Wash	
3	Wellbuterin	150 mg, 300mg	32	Albuterol Sulf. Inhalers	
4	Remeron	15 mg, 30mg	33	Turbersol Inj.	
5	Zoloft	25mg, 50mg, 100mg	34	MethylPRED	
6	Amoxicillin	500mg	35	Diphenhramin	25mg
7	Keflex	500mg	36	Latex Strips	
8	Bractim DS		37	Ns 0.9 Irr Soln	1000ml
9	Augmentin XR	1000mg	38	Tolnftate Cream	1%- 15g
10	Penicillin VK		39	Milk Of Magnesia	
11	Tetracycline	500mg	40	Magnnesium Hyd	
12	Nyquil		41	Ibuprofen	400 mg
13	Dayquil		42	Polysporin Ointment	
14	Actifed		43	Throat Lozenges Green	
15	Benadryl	25mg, 50mg	44	Kaopectolin	
16	Motrin	400mg, 600mg, 800mg	45	Ben -- Gay	
17	Naproxin	500mg	46	Furosemide	20 mg
18	Tylenol ES		47	Lithium	300mg
19	Orageł		48	Sertaline	50mg
20	Nasonex		49	Erythromycin	500 mg
21	Triple Antibiotic Ointment		50	Guafenesin	600 mg
22	Monistat Cream		51	Valproic Acid	250 mg
23	Keri Lotion		52	Phenytoin Sod Ex	100mg
24	Triamcinolone Cream	.1%	53	Tetanus Toxoid	
25	Lotrimin Cream		54	Benztropine	
26	Lamisil Cream		55	Depakote	
27	Milk of Magnesia		56	Silvadene Crème	
28	Gas X Tabs		57	Centrum	
29	Milanta		58	Visine	

EXHIBIT "A"
HIDALGO COUNTY COMMUNITY SUPERVISION
& CORRECTIONS DEPARTMENT
"LEGEND & NON-LEGEND PHARMACEUTICAL and/or Medical Supplies"
BID NO: 2010-087-00-00-MEG

	NAME OF DRUG	MG		NAME OF DRUG	MG
59	Beta dine Ointment		85	Haldol	5 mg tabs
60	Hydrocortisone	1%	86	Haldol Dec	100 mg/ml
61	Cortisporin Ophthalmic Ointment		87	Haldol Lac	5 mg/ml
62	Tinactin Cream	1 %	88	Lorazepam	1 mg
63	Maalox Plus Suspension		89	Lorazepam Inj	2 mg/ml
64	Ocean Nasal Spray		90	Geodon	60 mg
65	Ducolax 5mgs. Tablets	5mg	91	Hemorrhoidal Suppositories	
66	Surfax	240 mg	92	Hemorrhoidal Cream	
67	Alcohol Prep Pads		93	Kwell Lotion	1%
68	Iv Cannulas		94	Lidane Cream	
69	Iv Start Kits		95	Glucophage	500 mg
70	Sterile H2o		96	Glipizide	5mg
71	Ns For Irrigation		97	Omperazole	20mg
72	Iv Fluid Ns,D5w,Lr	0.9%	98	Risperdal	1mg
73	Iv Poles		99	Risperdal	2mg
74	Iv Tubing		100	Prinivil	5mg
75	Spuffle Plastic Plastic Squat Cups	¾ Oz.	101	Ranitidine	150 mg
76	Ammonia Inhalants Ampules		102	Seroquel	100 mg
77	Cotton Balls Medium		103	Smz-Tmp Ds	800/160 mg
78	Insulin Syringes Single U-100	28" X 1/2"	104	Zyprexa	10 mg
79	Asa Ec		105	Paroxetine	20 mg
80	Asa Ec		106	Buspirone	5 mg
81	Depakote Ec		107	Abilify	5 mg
82	Lexapro	10 mg	108	Bupropion Xl	150 mg
83	Trileptal	300 mg	109	Carbamazepine	100 mg
84	Gemfibrozile	600 mg/1000 mg	110	Neosporin Opth Sol	15 ml

DRAFT

	NAME OF DRUG	MG
111	Effexor	75 mg
112	Toprol XI	50 mg
113	Phenobarbital	100 mg
114	Novolin Nph	
115	Novolin	70/30
116	Catapress	0.1 mg
117	Glyburide	5mg